



## Staff Summary Report

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**Council Meeting Date:** 5-15-2008

**Agenda Item Number:** \_\_\_\_\_

**SUBJECT:** Request to award a two-year contract with three, one-year renewal options to Off Madison Ave for professional advertising and marketing services for the City's transportation program.

**DOCUMENT NAME:** 20080515fslg06 PURCHASES (1004-01)

**SUPPORTING DOCS:** Yes

**COMMENTS:** (RFP #08-101) Total cost for this contract shall not exceed \$770,000 during the initial contract period.

**PREPARED BY:** Lisa Goodman, CPPB, Procurement Officer, 480-350-8533

**REVIEWED BY:** Michael Greene, CPM, Central Services Administrator, 480-350-8516  
Glenn Kephart, Public Works Manager, 480-350-8205

**LEGAL REVIEW AS  
TO CONTRACT FORM**

**ONLY:** David Park, Assistant City Attorney, 480-350-8907

**FISCAL NOTE:** Sufficient funds have been appropriated in 3916-6751.

**RECOMMENDATION:** Award the contract.

**ADDITIONAL INFO:** This contract provides professional advertising and marketing services to increase bus ridership, promote the new light rail line, market the Orbit system to Tempe residents, promote bicycling and walking as alternative modes of transportation and enhance the public perception of Tempe in Motion (TIM) in the community. On April 8, 2008, the Tempe Transportation Commission recommended awarding a professional advertising services contract in the amount of \$385,000 per year to Off Madison Ave. This represents an increase of \$50,000 per year in the amount spent on advertising production and placement (but still within the existing marketing budget). The contract will include comprehensive branding of the City's transportation programs and monitoring of all media placement, as well as evaluation of effectiveness.

Thirteen responses were received. An evaluation committee comprised of representatives from Public Works and Procurement along with personnel from RPTA and ASU reviewed the responses and scored them according to the criteria listed in the Request for Proposal (RFP). Off Madison Ave received the high score and is recommended for award.

## Agency Philosophy

Off Madison Ave was founded to challenge the marketing status quo by, simply put, accepting responsibility. The philosophy: Strategic communications are only effective when they *measurably* impact consumer behavior – and research and strategy, advertising, interactive marketing, media planning and buying and public relations must work together seamlessly to this end. Ultimately, Off Madison Ave believes in results.

The focus of marketing efforts should be on the quantifiable delivery of results and ideas, not simply pre-determined objectives. Off Madison Ave calls this ROI the Return on Ideas. Collaboration is the key to achieving this and Off Madison Ave welcomes the opportunity to work with the City of Tempe and Tempe in Motion to develop a customized measurement strategy and methodology for each marketing program component. In this way, ongoing evaluation and program refinement are based on agreed-upon metrics relevant to the City of Tempe and Tempe in Motion.

To generate positive results for clients, the agency relies on a proven, sound methodology. No matter what challenge a client is facing or benchmark they are trying to surpass, Off Madison Ave delivers creative and effective solutions derived by a very simple marketing doctrine: Plan. Create. Achieve.

**Plan.** Begin each assignment with no preconceived notions. Rely on strategic planning based on consumer insights, not instincts. Take the time to obtain and evaluate all necessary information to determine a clear plan of attack complete with deliverables and action items.

**Create.** Draw on the national and international experience of the agency's talent to develop breakthrough ideas. Approach client objectives from all sides to provide creative solutions that address specific issues.

**Achieve.** Deliver integrated campaigns and strategic solutions that meet or exceed clients' marketing goals, validated by quantifiable results.

Off Madison Ave has had the privilege of working with a variety of local, national and international clients in a wide range of industries including financial, retail and consumer products, technology, hospitality, the arts and entertainment and non-profits. Additionally, the agency is skilled in working cohesively with clients' other partners and/or vendors as part of a collaborative marketing team.

Each successful relationship established with a client is rooted in the agency's approach to marketing communications, which produces greater efficiencies for the marketing dollar and ultimately more cost-effective results.

## Key Personnel Resumes

The success of Off Madison Ave is due entirely to the collective efforts and passion of each and every person working here. Following are the resumes of the key personnel for the city's Tempe in Motion account. Pam Greene will be the Account Manager for the City of Tempe's Tempe in Motion account.

### Roger Hurni

#### Work Experience:

#### **Partner and Creative Director Off Madison Ave, Tempe, AZ 1998 to Present**

- One of the two founding partners, Roger brings a unique perspective as a creative director and business owner to the clients of the agency. While Roger's creative background spans 22 years of regional, national and international agency experience, he's a rarity among creatives in that he can read a balance sheet. His ability to combine distinctive creative solutions with sound business acumen makes him unique amongst his contemporaries.
- Oversees creative development in the agency including creative applications from every group, as well as media, public relations and Interactive. It is Roger's belief that creative results don't stem from just traditional vehicles such as TV, radio, print, and direct marketing, but are truly accomplished when you can connect with audiences on their terms – one of the reasons he was one of the first creative directors in the western U.S. to successfully modernize the traditional creative department by fully integrating Interactive marketing and Web based initiatives. Roger directs creative based on messaging, establishing the correct verbal cues to convey the emotional messaging necessary to change customer behavior first and then focusing on delivery models second.
- Co-Created the Plan, Create, Achieve model of marketing that allows for the most successful marketing approach possible combining brand planning and goal assessment with creative message solutions delivered through measurable and quantifiable metrics. As an agency principal, Roger plays a key role throughout the deployment of this methodology.
- Shares in the development and nurturing of Off Madison Ave's culture with his business partner, David Anderson. Their philosophy is one of respect, entrepreneurship and collaboration, which applies to the entire staff. When Roger penned these words he and David knew that *Respect* for everyone's ideas and opinions would allow for strong relationships and understanding amongst the different departments within the agency. *Entrepreneurship* fosters an environment where everyone can develop unique solutions for clients and efficient processes for the agency. And finally, *Collaboration* ensures that everyone works together as a team so our clients receive only the best possible results.
- Client experience includes: Arizona Republic, Altronic Americas, Citizens Clean Election Campaign, DMB, DC Ranch, Ideal You, Majestic Gaming, National Indian Gaming Association, Pinnacle West Capital Corporation, San Manuel Indian Bingo & Casino, City of Tempe, Casino Del Sol, Vestar, P.F. Changs, Pei Wei, PETSMART

#### **Freelance Art Director**

#### **TWBA/Chiat/Day, Marina Del Ray, CA 1998 to 1998**

- Hired by the agency to develop and produce the following season's television campaign for the ABC network. Responsible for concept development, pre and post-production and campaign implementation.

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# Off Madison Ave

## **Associate Creative Director Riester-Robb, Phoenix, AZ 1994 to 1998**

- After two years of freelance status, Roger was hired full-time to develop and run the creative department. He provided creative direction on many of the agency's accounts, as well as handling the hiring of the department's staff. Roger was also responsible for the day-day operations of the creative department including—but not limited to—managing clients, scheduling projects, and acting as the creative liaison with account executives. Roger also was a part of the agency's management team participating in all meetings and developing many of the agency's processes based on his national and international agency and client experience. Accounts included; Arizona Tobacco and Education Program, Arizona Clean Air Commission (RPTA) Cliff Castle Casino, Motorola, Pacific Century Bank, Tosco Corporation.

## **Creative Director The Martz Agency, Scottsdale, AZ 1993 to 1994**

- Roger was the creative lead on all agency accounts and a part of the agency's senior management team. Besides substantial client interaction, he managed all aspects of the creative department from the hiring of staff and creative training to project scheduling and procedure development. Accounts included; Del Webb, New Territory, Hancock Homes, Scottsdale Porsche/Audi, Scottsdale Jaguar/Range Rover, Microchip.

## **Senior Art Director McCann-Erickson Worldwide, San Francisco, CA 1991 to 1993**

- Responsible for strategy and creative development of campaigns as well as the management of creative process through final production. Accounts included; Safeway, San Jose Mercury News, California Milk Advisory Board, Wells Fargo Bank, UPS Europe and Gillette Europe, Del Monte.

## **Art Director Phillips/Ramsey, Phoenix, AZ 1984 to 1991**

- Responsible for the development of multi-media campaigns from concept through final production. Accounts included; Doubletree Hotels, Western Savings, Taco Bell, Safeway, Coventry Homes, Honeywell, Arizona Public Service, Sun Valley Waterbeds, PETsMART.

## **Accomplishments:**

- Started Off Madison Ave with David Anderson and two Visa cards and turned it into one of the most respected companies in Arizona and one of the fastest growing agencies in the Southwest.
- Life-long student of Spanish to better understand the cultural and economic implications impacting the U.S.
- Successfully merged the number one Interactive marketing firm into the agency and its culture
- 2005-2007 Ranking Arizona, number one Public Relations firm
- 2004-2007 Ranking Arizona, number one Interactive firm
- 2006 Small Business of the Year Finalist
- 2004 Ranking Arizona, number one Advertising agency
- 2003 Ernst and Young Entrepreneur of the Year Finalist
- 2003 Second place for most respected company in Arizona
- 2002 Fastest Growing Companies in Arizona top 10 Finalist
- 2002 and 2003 Board Member of The Phoenix Advertising Club
- 1996-1998 Developed many of the Tobacco, Tumor Causing, Teeth Staining, Smelly, Puking Habit television commercials which ran in nearly 40 states

# Off Madison Ave

## Civic Commitments:

- Phoenix Youth at Risk
- Arizona's Children Association
- Boys and Girls Club of Arizona
- 100 Club (organization committed to the families of fallen Police Officers and Firefighters)
- Freedom for Life (disabled Veteran's outreach group)

## Awards:

- Clio
- Cannes Lion
- Adweek - 1st Place Best of the West, Outdoor
- Two National ADDYs
- Numerous District 12 ADDYs
- Radio Mercury Awards
- New York Festivals Finalist

## Education:

- Carson-Roberts Creative Course
  - Co-sponsored by Chiat/Day, the emphasis of this course was placed on the conceptual process and was taught by individuals such as Lee Clow, Paul Keye, Larry Postaer, Steve Hayden, Bob Kuperman and Jeff Gorman
- Associate of Arts Degree, Glendale Community College

Total Years of Industry Experience: 23

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## **Jason Baer**

### **Work Experience:**

#### **Director of Strategy, Marketing & Media Off Madison Ave, Tempe, AZ**

##### **2007 to Present**

- Jason leads the agency's strategic planning efforts, devising marketing programs that generate measurable results for clients.
- His responsibility is to harness the firm's combined strategic and tactical capabilities to improve clients' business success. His team includes marketing professionals, account managers, interactive specialists, and media planners.
- He works closely with all agency clients to understand their operations and plot a mid and long-term success path that is grounded in return on investment.

#### **Senior Director, Interactive Services Off Madison Ave, Tempe, AZ**

##### **2005 to 2007**

- Was responsible for planning and oversight of all interactive activities, including Internet strategy, Web site design and development, online advertising, email marketing, search marketing, and specialized services such as usability testing and Web-based contests and promotions. Jason also managed the agency's Interactive marketing team.
- Jason worked directly with David Anderson and Roger Huml to plan the strategic growth of the interactive division, which has increased in size by nearly 300 percent over the past three years.
- Client experience includes; Arizona Cardinals, Arizona Highways Magazine, Arizona Lottery, Arizona Public Service, Arizona State University, China Mist Teas, Citizens Clean Election Commission, City of Phoenix, Claire Burke, Cold Stone Creamery, DMB, Equine.com, Fairytale Brownies, Greater Phoenix Chamber of Commerce, Greater Phoenix Convention & Visitors Bureau, The Little Gym, Marriott Hotels, Nike, Phoenix Children's Hospital, VIACK Corporation, Vitabath and Williams Gateway Airport.

#### **Founder**

#### **Mighty Interactive, Phoenix, AZ**

##### **2000 to 2005**

- After starting one of the Valley's first interactive agencies in 2000, Jason grew Mighty Interactive to become one of the Southwest's most respected Internet consultancies. Specializing in Internet strategic planning and online advertising, Mighty Interactive was the outsourced interactive services arm for most major advertising firms in the Phoenix area before being acquired by Off Madison Ave in 2005.

#### **Senior Director, Interactive Marketing**

#### **Visitalk.com, Phoenix, AZ**

##### **2000**

- Jason managed all online marketing and advertising initiatives for visitalk.com, a major startup Internet company providing free voice and video calls online. He was responsible for managing online ad campaigns of \$500,000+ per month and overseeing an in-house team and multiple agency partners. No longer in operation, visitalk.com was the forerunner of many of today's free online communication services such as Skype.

**General Manager**  
**azfamily.com, Phoenix, AZ**  
**1996 to 2000,**

- Jason founded and managed azfamily.com, the online home of KTVK 3TV, WB-61, *Phoenix Magazine*, and KEZ 99.9 FM. Hired by Delbert and Jewell Lewis, owners of the family-operated MAC America Communications, Jason turned Azfamily.com into one of the nation's largest and most highly regarded television station Web sites, and under his leadership azfamily.com was also one of Arizona's leading Web site design organizations. The Lewis family sold the company in 1999 and azfamily.com is now part of the BELO Corporation of Dallas, Texas.

**Vice President of Marketing**  
**Internet Direct, Phoenix, AZ**  
**1995 to 1996**

- Jason was responsible for all sales, marketing, and Web site design initiatives for a pioneering global Internet access and Web hosting company. One of the first firms to offer virtual Web hosting in the world, Internet Direct grew from 150 clients in three countries, to 1,200 clients in 23 countries under Jason's leadership. The firm was sold to Mindspring (now a part of Earthlink) in 1998.

**Public Information Officer**  
**Arizona Department of Juvenile Corrections, Phoenix, AZ**  
**1995**

- Jason managed media relations, community relations, facility tours and other duties on behalf of the Arizona state agency.

**Marketing Manager**  
**Waste Management, Inc., Phoenix, AZ**  
**1993 to 1995,**

- A Fortune 30 company, Waste Management provides garbage collection, recycling, landfill and other services to residential and corporate clients across the world. As Marketing Manager for Arizona, Jason's duties included creating advertising and collateral materials, servicing major accounts, and overseeing community relations activities including facility tours and school recycling assemblies.

**Direct Mail Manager**  
**U.S. Senator John McCain Campaign, Phoenix, AZ**  
**1992**

- Responsible for writing, design, strategy, testing, and results for all direct mail (and some print advertising) initiatives, Jason aided in the 1992 reelection campaign of U.S. Senator John McCain.

**Account Executive**  
**Nelson, Ralston, Robb Communications, Phoenix, AZ**  
**1991 to 1992**

- Jason managed corporate clients, created public relations campaigns, wrote press releases, pitched stories to media, and worked closely with the firm's creative department on advertising strategy and execution.

**Accomplishments:**

- Merged Mighty Interactive with Off Madison Ave in 2005 to create an integrated marketing agency
- Founded Mighty Interactive in 2000 using personal credit card and built it to become a leading online agency in the southwest
- 2004-2007 Ranking Arizona, number one Interactive firm
- 2004 Phoenix Business Journal Best Interactive firm
- 2004 to present, Internet marketing columnist for bizAZ Magazine
- 2000 Inaugural Business Journal 40 Under 40 list
- 1997 Launched azfamily.com Web site
- 1996 and 1997 National President, Ad 2
- 1994 and 1995 President, Ad 2 Phoenix

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# Off Madison Ave

- 1992 youngest Congressional campaign manager in America
- 1987 Flinn Foundation Scholar

## Civic Commitments:

- Board Member, Greater Phoenix Chamber of Commerce
- Former Board Member, Southwest Human Development
- 100 Club (organization committed to the families of fallen Police Officers and Firefighters)

## Awards:

- Web Marketing Association, Best Healthcare Web Site in U.S.
- Web Marketing Association, Best Investor Relations Web Site in U.S.
- Multiple Pollie Awards (American Association of Political Consultants)
- Numerous ADDYs
- More than 20 awards from the American Advertising Federation for local ad club excellence

## Education:

- Bachelor of Arts Degree, University of Arizona, Graduated Magna cum Laude
- Phi Beta Kappa
- Study abroad program throughout Europe in 1988
- Summer abroad program in London in 1989

Total Years of Industry Experience: 17

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## **Barbara Almandarz**

### **Work Experience:**

#### **Freelance Agency Producer/Broadcast Business Manager**

**Off Madison Ave, Tempe AZ**

**2000 to Present**

- Barbara has worked as a permanent freelance staffer at Off Madison Ave for nearly 6 years, bringing over 25 years experience and a varied client background to benefit Off Madison Ave's clients. As producer, Barbara's responsibilities range from problem solving in creative conceiving; presenting money-solving solutions, as well as all pre-production; production and post-production duties.
- As Broadcast Manager, her responsibilities include all legal and network correspondence and approvals, all talent negotiating, talent paperwork, job closing, as well as traffic needs.
- Client experience includes; Anthem Outlet Mall, Arizona Republic, Atronic Americas, Citizens Clean Election Commission, DMB, DC Ranch, San Manuel Indian Bingo & Casino, City of Tempe, Casino Del Sol, Fascinations Superstores, NEXT Student, PETsMART, Strategyn Inc., VIACK Corporation

#### **Agency Producer**

**Various Agencies, Metro-Phoenix, AZ**

**1986 to Present**

- Barbara has been a Freelance Agency Producer in the Metro-Phoenix since 1986. Her responsibilities varied from agency to agency, from being involved in the conceiving stage, to taking the productions, including radio, TV, and video production, through production and trafficking.

#### **Agencies and clients include:**

- Cramer-Krasselt – Domino's Pizza, Valley Toyota Dealers
- Chapter 2 – Del Webb, Pulte Homes
- Lavidge & Baumayr – Arizonans for Wildlife Conservation, Bashas, Bird's Nest, Copperwynd, Coyotes Hockey, Del Webb, Norwest Bank, Phoenix International Raceway, Realty Executives, Standard Pacific Homes, St. Joe's Hospital, Wells-Fargo Bank, Woodbine. 6 Degrees – Fairmont Resorts & Hotels
- Riester-Robb – Arizona Dept of Health Services-Tobacco Education and Prevention, Arizona Science Museum, California Department of Conservation, First National Bank of Arizona, Flagstaff Chamber of Commerce, Macayo's Restaurant, Medics, Southern Idaho MacDonald's
- SHR – Fairmont Hotels and Resorts
- The Santy Agency – Coldstone Creamery
- Moses-Anshell – Peter Piper Pizza, Arizona Department of Tourism
- KPNX-TV - Direct
- Thomas-Tvert, Inc.: Circle K, Apache Gold Casino
- WFC Advertising –APS, Arizona Lottery, Arizona Traditions Babbitt for President, Blue Chip Computers, Broadway Southwest, Circle K, Coldstone Creamery, Continental Homes, DaiwaDesert Mountain, Discover Financial/Arizona Mills Mall Corp, Estes Homes, Emporium Capwell, Evergreen Lawns, Groupe Homes, Home Federal Savings, KNIX Radio, Phoenix Greyhound Park, Phoenix Newspapers, San Diego Union/Tribune, Southwest Savings, Valley Ford Dealers
- Direct Clients Include Blue Cross/Blue Shield, HERS, i-Talk, JDA, New Vision, Ride Share, Tarrey Homes, Tribune Newspapers, University of Phoenix, Valley of the Sun YMCA

#### **Agency Producer**

**D'Arcy-MacManus & Masius, Chicago, IL**

**1979 – 1984**

- Responsibilities included all phases of production for national client.
- Clients included: Alberto-Culver – New Products Division, Allied Van Lines, American dairy Association, Amoco Oil Co. – 5 Divisions, Budget Rent-a-Car, Chicago Sun-Times, Jewel Food Stores

# Off Madison Ave

## Associate Producer

Hackenberg, Normann, Krivkovich, Inc., Chicago, IL

1979 – 1984

- Responsibilities included all phases of production for national client.
- Clients included; Hyatt Regency Chicago, Hyatt Regency Watertown, Hyatt Regency O'Hare, Hickenridge Homes

## Civic Commitments:

- American Association of Advertising Agencies
- Phoenix Ad Club
- Screen Actor's Guild
- American Federation of Television and Radio Artists
- California Production Society
- Arizona's Children Association
- Phoenix Youth at Risk
- 100 Club (organization committed to the families of fallen Police Officers and Firefighters)
- Hospice of the Valley

## Awards:

- Numerous District 12 ADDYs
- Radio Mercury Awards
- Numerous Regional Telly Awards

## Education:

- Bachelor of Arts Degree, University of Illinois

Total Years of Industry Experience: 28

## Julie A. Ott

### Work Experience:

#### **Associate Creative Director Off Madison Ave, Tempe, AZ 2001 to Present**

- Julie began her career at Off Madison Ave as a production artist assisting other art directors. Julie quickly showed her proficiency in conceptual design and skill and was promoted to the position of Art Director and then Associate Creative Director. In this position Julie performs client duties by generating creative content including the visual design, art work, photography, type style and other artistic material that go into published materials such as print, broadcast materials, Web and other mediums. She also performs Agency duties such as reviewing and approving any creative work when the Creative Director is unavailable, fielding issues from other groups including but not limited to concept and strategy direction, art direction concerns, copywriting concerns, workflow, and project scheduling.
- Client experience includes: Arizona Republic, Atronic Americas, Citizens Clean Election Campaign, DMB, Majestic Gaming, National Indian Gaming Association, Pinnacle West Capital Corporation, San Manuel Indian Bingo & Casino, City of Tempe, Casino Del Sol, Vestar/Tempe Marketplace, P.F. Chang, Pei Wei, Viack, Clarifacts, Esscentual Brands, American Funds, and Capitol Group, Avnet, Equine.com, bizSanDiego, Fascinations, Phoenix Art Museum, La Cense Beef, NYPD Pizza, Geoffrey H. Edmunds & Associates

#### **Designer, Production Artist R&R Images, Phoenix, AZ 2000 to 2001**

- Hired by the firm to be responsible for development, conceptualization, layout, production and preflight of graphic materials including, magazines, advertisements, brochures, corporate identities, postcards etc... based on client needs. Julie's projects included entire design & layout of Tycoon Magazine (Oct 2000) editorial pages as well as preflight of all advertisements, comprehensive corporate identity including business cards, gift cards, gift certificates, club cards and four color converted envelopes.

#### **Designer, Webmaster, System Administration Duke Photography, Phoenix, AZ 1995 to 2000**

- Julie held a multi-faceted position during her time at Duke Photography. Her duties included; graphic design and Marketing: tickets, posters, T-shirts, invitations, backgrounds, and booklets for high school events, studio newsletters, point-of-sale and window displays, gift certificates, Prom and sports proposals, in-house forms, price lists, posters, single use camera wrappers, newspaper and magazine ads. She was also Webmaster in which she was responsible for Website research and development, design, conceptualization, implementation, ongoing upgrades and updates, email management, statistics and traffic reports, customer relationship development. Along with these duties Julie acted as Systems Administrator.

#### **Designer, Pre-press Production Grafx Imaging, Scottsdale, AZ 1997 to 1998**

- Julie was responsible for conceptual development, design and production of advertisements, logos, corporate identities, newsletters, letterhead, business cards, and brochures along with overseeing the pre-press of digital files for color printing, preflight and trouble-shooting, file development, run specifications, proofs, trapping, matchprints, imposition, outputting files for separation to film and RC, and paste-up.

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address

# Off Madison Ave

## Accomplishments:

- Off Madison Ave staffer of the Month November 2005
- Created award winning campaign for VIACK Corporation where 2172 sales leads were generated, 1472 more than the goal.
- Facilitated DMB photoshoot with a budget of over \$150,000
- Self taught many computer programs (currently learning editing DVDs) and continues technology education

## Civic Commitments:

- NPR and PBS member
- Arizona's Children Association
- Boys and Girls Club of Arizona
- 100 Club (organization committed to the families of fallen Police Officers and Firefighters)
- Freedom for Life (disabled Veteran's outreach group)

## Awards:

- One Silver ADDY
- Five Bronze ADDYs

## Education:

- Bachelor of Fine Arts, Photography, Arizona State University, Graduated Summa Cum Laude
- Honors thesis was on scanning and printing graphics at ASU, this material was used as the textbook for the first digital photography course at ASU by Professor Bill Jenkins.

Total Years of Industry Experience: 12

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# Off Madison Ave

## Ashley Duncan

### Work Experience:

#### **Production Artist**

**Off Madison Ave, Tempe, AZ**

**1999 to Present**

- Ashley draws on her many years of production experience in working directly with art directors and print production managers on the mechanical production of printed pieces to ensure the highest quality reproduction possible. This includes making any final changes to files, prepping files according to printer or publication specifications, making sure files are able to reproduce at the best quality, minor color corrections, photo retouching and trafficking ads to publications as needed.
- Client experience includes; AmSafe, American Funds, Arizona's Children Association, Arizona Technology Council, Atronic Americas, Best Western, Boys & Girls Club, Citizens Clean Elections Commission, DMB, JDA Software, NYPD Pizza, San Manuel Indian Bingo & Casino, Casino Del Sol, Vestar, VIACK Corporation

#### **Production Artist**

**Reister-Robb, Phoenix, AZ**

**1997 to 1999**

- Client experience included; Arizona Clean Air Commission (ROTA), City of Tempe, Cliff Castle Casino, Motorola, National Bank of Arizona, State of Arizona Anti-Smoking Campaign

### Education:

- Bachelor of Fine Arts in Graphic Design, University of Arizona

Total Years of Industry Experience: 10

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## **Holly Ringerud**

### **Work Experience:**

#### **Copywriter**

**Off Madison Ave, Tempe, AZ**

**2005 to Present**

- As part of the agency's creative team, Holly rises to the daily challenge of crafting messages for clients while juggling multiple projects simultaneously. As a self-motivated copywriter, Holly's communication skills are used to create effective messaging distinct to each client.
- Following the agencies model of Plan. Create. Achieve., Holly concepts and writes pieces and campaigns in a variety of mediums including but not limited to; print ads, brochures, Web banners, Websites, billboards, television, radio and direct mail. Holly also pulls from her knowledge of grammar and vocabulary when proofreading not only advertising materials but new business presentations as well.
- Client experience includes; Arizona Republic, Atronic Americas, Boys & Girls Clubs of Metropolitan Phoenix, Citizens Clean Election Campaign, DMB/Marley Park, Esscentual Brands, Fascinations, FilmLoop, NYPD Pizza, Vestar/Tempe Marketplace

#### **Freelance Copywriter**

**Ed Sweet and Associates, Phoenix, AZ**

**2005**

- Concepted and wrote various advertising and promotional pieces including print ads, brochures, direct mail and more.
- Client experience included; Great Western Air, Little Blue Choo Choo, Knob Creek

#### **Executive Assistant**

**Historic Theatre Group, Minneapolis, MN**

**2003 to 2004**

- As the Executive Assistant for three major theatres in Minneapolis (State, Orpheum, Pantages) Holly drew upon her high-level multi-tasking skills in this fast-paced environment. Assisting the President, CEO and Manager of Client Services, Holly was responsible a myriad of duties including; writing and distributing all theatre/performer contracts, coordinating monthly donation requests, coordinating VIP and press invitations for Broadway series, coordinating travel arrangements and daily use of the Ticketmaster ticketing system.

#### **Freelance Copywriter**

**E.B. Lane, Phoenix, AZ**

**2002**

- Concepted and wrote various advertising and promotional pieces including print ads, brochures, direct mail and more.
- Client experience included; Arizona Lottery, The Arizona Biltmore, Xanterra National Parks, Rock Resorts

# Off Madison Ave

**Talent Buyer/Promotions Lead**  
**Fine Line Music Café, Minneapolis, MN**  
**1996 to 2002**

- Holly began her career at the Fine Line Music Café in ticket sales and within her first year was promoted to the multi-faceted position of booking new bands, assisting lead talent buyer and heading up promotions for the live venue. As talent buyer Holly coordinated between two-to-four local band nights a week with four bands per night. As promotions lead Holly wrote press releases for every national act that played the venue, created monthly calendars, media blasts, Web site updates and facilitated all internal venue communications.

**Accomplishments:**

- Consistently met and exceeded goal of 30 customers per band on "New Band Night" at Fine Line Music Cafe
- Student ad chosen to be featured in 2001 issue of CMYK magazine
- Off Madison Ave Staffer of the Month April 2006

**Education:**

- Copywriting Certificate, Brainco - The Minneapolis School of Advertising
- Associate Degree, Liberal Arts, University of Minnesota

**Total Years of Industry Experience:** 11

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**Ruben J. Muñoz**

**Work Experience:**

**Print Production Manager/Creative Manager**

**Off Madison Ave, Tempe, AZ**

**2001 to Present**

- Ruben is responsible for agency print production management, estimating of agency hours and all related outside hard costs. He negotiates and purchases all outside hard costs (publication materials, sheet fed, Web and specialty printing, out-of-home posting materials, fulfillment and incentives). Ruben also maintains the agency portfolio in its various forms (print, collateral and broadcast).
- Over the years Ruben has honed his expertise in all phases of production for print advertising, collateral, direct mail, out-of-home and specialty from concept to finish. Keeping the staff on task, Ruben assists in scheduling work flow and overseeing timelines and he also trains all new employees on the use of all agency systems (particularly traffic and time entry).
- When it comes to day-to-day needs, Ruben assists the ACD and CD in managing the Creative Department and will assist creative personnel on an as-needed basis including assigning and hiring freelance staff.
- Client experience includes: Atronic Americas, Citizens Clean Election Campaign, DMB/Marley Park, DMB/DC Ranch Market Street, Ideal You, Majestic Gaming, National Indian Gaming Association, Pinnacle West Capital Corporation, San Miguel Indian Bingo & Casino, City of Tempe, Casino Del Sol, Vestar, P.F. Changs, Pei Wei and PETsMART.

**Print Production Manager**

**Lavidge & Baumayr, Scottsdale, AZ**

**1993 to 2001**

- In this role Ruben was responsible for agency print production management, estimating of agency hours (internal as well as external) and all related outside hard costs. He proactively negotiated and purchased most outside hard costs (publication materials, sheet fed, Web and specialty printing, fulfillment, incentives, illustration, photography and freelance talent) and managed Traffic and Production.
- During his tenure, Ruben successfully implemented and standardized new production and traffic procedures, he restructured production department to promote hiring from within and revamped and standardized all internal employee and billing codes.
- Partial client list included: Wells Fargo Bank (Norwest Bank), Del Webb Corporation - Sun City Grand, Bashas, Vitabath, Promontory, Standard Pacific Homes, Phoenix Coyotes, Phoenix International Raceway, Really Executives International, The Orpheum Theatre, Pepsi, Xerox, The Dial Corporation, Cellular One, Motorola, Intergroup, Fiesta Bowl, Arizona Public Service, Discount Tire, Pinacor and Desert Mountain Properties.

**Production Manager/ Office Manager**

**Timmerman Design, Phoenix, AZ**

**1992 to 1993**

- At this design studio specializing in retail and direct mail collateral, Ruben was responsible for all studio print production management and was involved in all aspects of production management, account service and traffic. He also coordinated and negotiated the purchase of all outside production services.
- Client experience included; Carter Hawley Hale, Credit Marketing Division, parent company of a national department store chain and Samaritan Health Services, operator of health care facilities in Arizona and California.



**Vice President / Account Supervisor**  
**Temple Advertising, Mesa, AZ**  
**1988 to 1992**

- Ruben was actively involved in all aspects of strategic development, account planning, supervision and day-to-day activity, and responsible for three largest accounts; Inter-Tel, Inc., a national manufacturer and distributor of telecommunications systems; Computer Guidance Corporation, a national developer and marketer of construction estimating software and Caretaker Systems Inc., at the time, the largest international manufacturer and distributor of in-ground swimming pool cleaning, circulation and alarm systems.

**Director of Creative Services**  
**American Continental Corporation, Phoenix, AZ**  
**1983 to 1988**

- Ruben directed and managed a full service in-house advertising agency.
- Largest in-house clients included American Continental Real Estate Division, a major US land development company; Crescent Hotels, a builder and operator of luxury hotels in Arizona and Michigan; Lincoln Savings and Loan Association and Continental Homes, Inc., Arizona's largest home builder.

Education:

- Bachelor of Fine Arts Degree, Graphics, Arizona State University

Total Years of Industry Experience: 25

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## **Mary Jean Flamer**

### **Work Experience:**

#### **Media Director**

**Off Madison Ave, Tempe, AZ**

**2000 to Present**

- One of the first hired by the agency, Mary Jean brings over 30 years experience to the design, strategic planning and execution of media campaigns. Not only has Mary Jean planned for and purchased all major media, including newspaper, outdoor, magazines, local, regional and national network and syndicated radio and local, regional and national network and syndicated television, she is also knowledgeable of new media tactics, including Internet and interactive advertising such as TiVo, and satellite.
- Manages and is responsible for the media strategy, planning, negotiation and placement of print, broadcast, online and outdoor media for a wide variety of regional and national accounts. Supervises media personnel to include administration, trafficking and audits of all media buys.
- Selected and set up the state-of-the-art media research capabilities of Off Madison Ave to include not only statistical measurement of all media, but also the qualitative and life-style profiles of media audiences. With this computerized system, the media group can efficiently identify audience groups that match client profiles.
- Client experience includes: Arizona's Children Association, Arizona Republic, Big Bear Mountain Spring Water, Casino of the Sun, Casino Del Sol, Citizens Clean Elections Campaign, DMB Associates/Marley Park, NYPD Pizza and San Manuel Indian Bingo & Casino

#### **Media Consultant**

**Various Agencies, Scottsdale, AZ**

**1997 to 2000**

- Mary Jean was contracted by regional and national advertising agencies to place broadcast time for a variety of regional and national accounts. She budgeted, planned, negotiated and placed advertising on radio and TV stations, and she met or exceeded client goals within budgetary limits.
- Clients included: Norwest Bank, Group Advantage Insurance, Six Flags/Great America, Vlasic Pickles, Kraft and CompUSA.

#### **Office Manager**

**CBS Radio Representatives, Phoenix, AZ**

**1983 to 1997**

- Established the Arizona office for the company, primarily to service the CompUSA account in Dallas, TX, which was the firm's largest account.

#### **Account Executive**

**Los Angeles, CA**

- Mary Jean was responsible for the commercial time sales for 50 represented radio stations nationwide to major advertising agencies and clients. Her duties included preparing and presenting sales presentations face-to-face, developing target accounts and calling on new and existing clients. Since she taught a buying/planning course at UCLA, she was given the responsibility for training and educating agency personnel about the medium of radio.

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## **Instructor**

**UCLA Extension, Los Angeles, CA**

**1982 to 1995**

- Mary Jean taught "Techniques of Planning/ Buying Broadcast Media" to professional advertising agency and broadcast station personnel. This course covered buying, planning and negotiating broadcast commercial time.

## **Vice President/ Network Television and Radio**

**Western International Media, Los Angeles, CA**

**1982 to 1983**

- Mary Jean was responsible for the purchase of national network television and radio commercial time for the largest media buying firm on the West Coast.
- Client experience included: Denny's Restaurants, Winchell's Donuts, Malpaso Productions and Lee Nails.

## **Broadcast Supervisor**

**Chiat/Day Advertising, Los Angeles, CA**

**1981 to 1982**

- Managed the spot buying group for radio and television. She supervised four buyers who purchased commercial time for a diverse group of national advertisers including Olympia Beer, Apple Computer and Yamaha Motorcycles.

## **Media Director**

**Fotomat Corporation, San Diego, CA**

**1978 to 1981**

- Supervised and managed the radio and print buying group for the in-house agency for the largest radio account on the West Coast. She also supervised the agency and the media buying service for all television commercial time buying. Her group bought radio time in over 80 markets.

## **Radio Broadcast Supervisor**

**Ted Bates Advertising, New York, NY**

**1975 to 1978**

- Supervised the purchase of \$20 million worth of spot and network radio time. She managed four buyers.
- Client experience included: National Airlines, Chase Manhattan Bank, Warner-Lambert, Wonder Bread and the U.S. Navy.

## **Media Buyer**

**B.B.D.O. Advertising, New York, NY**

**1973 to 1975**

- Purchased radio and television commercial time for major accounts including Burger King, Pepsi-Cola, Breck Shampoo and Schaeffer Beer.

## **Accomplishments:**

- Named CBS "Salesperson of the Year" in 1989 and 1992.
- Developed the CompUSA account from startup to largest account with company.
- Rated by an independent survey of advertising agencies as the number one radio rep in Los Angeles two years in a row.
- The number one billing salesperson in the Los Angeles office in 1991 and 1992.

## **Education:**

- Bachelor of Arts, University of Bridgeport

**Total Years of Industry Experience: 35**

# Off Madison Ave

## **Pam Greene**

### **Work Experience:**

#### **Senior Media Planner/Buyer Off Madison Ave, Tempe, AZ 2005 to Present**

- Pam is responsible for media planning, research and negotiations for all broadcast (television and radio), newspapers to include classifieds, magazines, sports sponsorships and out of home (mobile, billboards, cinema movie screens) media. She also manages execution of media placements, insertion orders, added value, make goods and invoices.
- Client experience includes; American Funds, Arizona's Children Association, Capitol Group Companies, Citizens Clean Elections Commission, City of Glendale, DMB/Marley Park, DMB/ DC Ranch Market Street, Fascinations, Help-U-Sell, Leading Edge, LochenHeath, Santa Ysabel Resort and Casino, Tres Amigos, Vestar/Tempe Marketplace and VIACK Corporation

#### **Media Manager, Senior Media Manager PETsMART, Inc., Phoenix, AZ 2001 to 2005**

- As Media Manager and eventually Senior Media Manager, Pam directly managed multiple media agencies, forecasted multi-million dollar media budgets, and negotiated contracts for over 400 newspapers in U.S. and Canada. Pam also collaborated with marketing managers, creative and production in development of print campaigns and conducted market analysis of circular distribution based on sales performance. In addition to these duties Pam was responsible for managing two print media coordinators.

#### **Print Purchasing Manager PETsMART, Inc., Phoenix, AZ 1998 to 2001**

- Pam operated and managed the in-house agency for circular media distribution and then managed newspaper placement agency. Along with this responsibility, Pam managed print and broadcast budgets, planned, evaluated and purchased target print media, managed newspaper relationships, negotiated rates and placement for event advertising, and oversaw traffic to ensure on-time delivery. Pam was also the coordinator with production staff on media campaigns.

#### **Print Advertising Coordinator PETsMART, Inc., Phoenix, AZ 1995 to 1998**

- Pam operated in-house agency for print ad placement and managed newspaper relationship.

#### **Pricing Coordinator PETsMART, Inc., Phoenix, AZ 1994 to 1995**

- Pam developed processes for running compare-n-save advertising and interfaced with merchandising, in-store systems and advertising.

### **Education:**

- Bachelor of Science in Business Administration, California State University

### **Total Years of Industry Experience: 14**

## Amy Rushia

### Work Experience:

#### **Online Media Manager Off Madison Ave, Tempe, AZ 2007 to Present**

- Amy joins the Off Madison Ave team as Online Media Manager overseeing the online media buying and online marketing strategy for a variety of clients within a diverse range of industries.
- Current Clients include: DMB/Marley Park, LochenHeath, Phoenix Art Museum, City of Glendale, Macayo's and Cruise America.

#### **Director of Online Marketing Scottsdale Convention & Visitors Bureau, Scottsdale, AZ 2002 to 2007**

- As Director of Online Marketing, Amy managed the online marketing team including Web developers, assistants and vendors.
- In her role, she managed the Web site, Web development and online marketing campaigns for the organization, including a sizable online marketing and production budget.
- She managed the complex search marketing program for the bureau.
- Amy managed the visitor inquiry database and developed the quarterly email marketing campaign.
- She was accountable for unique visitor and page view goals for City of Scottsdale contract measurements and made annual Fiscal Year goals every year since she was employed with the bureau.

#### **Web Content Producer AccessArizona.com, Cox Communications, Phoenix, AZ 1999 to 2002**

- As a Content Producer for AccessArizona.com, Amy was responsible for the creation of the written content and html production of three significant channels of Web site which included music, nightlife, events, restaurants, pets, singles and group activities.
- She managed the work and productivity of Web contractors and freelance writers.
- In addition, she was responsible for maintenance of the Web site and management of other content producers, which included proofreading of the site and quality control for spelling, language and AP Style.
- In her role, she created and successfully introduced a nightlife column, Downtown Amy Brown, to the nightlife channel twice a week, along with a message board, and club and music reviews.
- She wrote and produced two weekly entertainment, nightlife and music newsletters for the Web site.
- She was instrumental in the creation of marketing and site promotions, helping to increase page views with contests, local partnerships, and community involvement.
- Another major element of her position at AccessArizona.com was to manage the Web sites of local radio partners including The Edge and The Zone.

# Off Madison Ave

## Education:

- Bachelor's of Arts Degree, Journalism, Minor in Communications  
Arizona State University, Walter Cronkite School of Journalism

Total Years of Industry Experience: 9

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# Off Madison Ave

## Percentage of Time Key Personnel Will Spend on the Account

Following is a breakdown of the percentage of his or her annual time each key Off Madison Ave personnel will spend on the Tempe in Motion account based on a total of 2,000 hours worked per year.

Pam Greene (Account Manager) - 8%  
Amy Rushia - 7.5%  
Barb Almandaraz - 5%  
Julie Ott - 5%  
Holly Ringerud - 5%

Jason Baer - 3.5%  
Ashley Duncan - 3.5%  
Roger Humi - 2%  
Ruben Munoz - 2%  
Mary Jean Flamer - 1%

## Employee Turnover Rate

Off Madison Ave's employee turnover rate is approximately ten percent.

## Client List

Off Madison Ave has a rich history of providing marketing services to a broad spectrum of clients in a wide variety of industries. The agency has worked with small start-up companies to large privately held companies to publicly held Fortune 100 companies. The services provided have ranged from one-time projects within one of our service groups (public relations, creative, interactive marketing, media, etc.) to fully integrated marketing programs. The following companies represent a partial list of Off Madison Ave's clients.

Allied Waste  
Arizona Federal Credit Union  
Arizona Public Service  
Arizona State University  
Avnet  
Bedmart  
Boys & Girls Club of Metropolitan Phoenix  
City of Tempe  
City of Glendale  
ClearWire  
Cruise America  
CSK Auto  
COX Communications  
DMB Associates, Inc.  
Dr. Weil  
Entrees Made Easy  
Esterra Development  
Farnam Pet Products

FireSky Resort (Kimpton Property)  
High Tech Institute  
Macayo's  
Made in Napa Valley  
National Academy of Sports Medicine  
NIKE  
Notah Begay III Foundation  
Phoenix Art Museum  
Phoenix Convention & Visitors Bureau  
Provista Life Sciences  
Related Companies/CityNorth  
RJ Reynolds  
Santa Ysabel Resort & Casino  
Sedona Park Place  
St. Luke Health Initiatives  
The Golf Club Scottsdale  
The Pinnacle Group  
W.L. Gore & Associates

## References

### Todd Lang

Title: Executive Director  
Company: Citizens Clean Elections Commission  
Address: 1616 West Adams Street, Suite 110  
Phoenix, AZ 85007  
Telephone: 602-364-3577  
E-mail: [todd.lang@azcleanelections.gov](mailto:todd.lang@azcleanelections.gov)

# Off Madison Ave

## Mark D. Grodsky

Title: Chief Operating Officer  
Company: Rich Brands, LLC  
Address: 7227 N. 16<sup>th</sup> Street, Suite 209  
Phoenix, AZ 85020  
Telephone: 602-432-5362  
E-mail: [mgrodsky@richbrands.biz](mailto:mgrodsky@richbrands.biz)

## Tina Lentz

Title: Partner  
Company: Majestic Gaming, Inc.  
Address: 1935 Montgomery Ave  
Cardiff by the Sea, CA 92007  
Telephone: 520-971-1891  
E-mail: [tinalentz@majesticgamingllc.com](mailto:tinalentz@majesticgamingllc.com)

## Jennifer Reichelt

Title: Deputy Director  
Company: City of Glendale  
Address: 5850 West Glendale Ave  
Glendale, AZ 85301  
Telephone: 623-930-2088  
E-mail: [JReichelt@glendaleaz.com](mailto:JReichelt@glendaleaz.com)

## Mike Marcine

Title: Marketing Manager  
Company: Cruise America  
Address: 11 West Hampton Ave  
Mesa, AZ 85210  
Telephone: 480-464-7313  
Email: [mmarcine@cruiseamerica.com](mailto:mmarcine@cruiseamerica.com)

## Sandy Bates

Title: Director of Marketing  
Company: Strategyn  
Address: 5101 Shelter Cove  
Austin, TX 78730  
Telephone: 512-527-0911  
E-mail: [sbates@strategyn.com](mailto:sbates@strategyn.com)

## **Working Within Parameters**

When it comes to producing great work, it is one thing to have a great idea. It's another to be able to execute that idea within brand and human constraints and within budget. Off Madison Ave approaches every project in a disciplined and systematic manner, with the goal of achieving objectives as effectively and cost-efficiently as possible while incorporating the interests of all stakeholders. And like everything at the agency, the creative product is a team effort: the copywriters and art directors are supported by great creative direction, solid strategic platforms, print and broadcast production and efficient traffic services.

While working on the Arizona's Children Association account, the agency had to work with a limited budget when creating and producing both the print campaign and television spot. When concepting and art directing the print campaign, the Art Director decided to use illustrations by a local artist rather than costly photography. To manage the television spot production costs the agency's Creative Director, Roger Humi, directed the spot (he has experience in directing) and the agency got production personnel to donate their time spent working on the spot.



# Off Madison Ave

Between Creative Director Roger Humi and Broadcast Producer Barb Almandarz, Off Madison Ave possesses decades of television experience with budgets ranging from just \$5,000 up to \$1 million. Through creating and producing years of television spots both Roger and Barb are well versed when it comes to stretching production dollars and cutting corners without cutting ideas or production value.

Another example of Off Madison Ave's ability to stretch production dollars was during the process of creating two spots for The Arizona Republic. Budget was taken into consideration every step along the way. In the concepting stage the creative team didn't limit ideas, but rather fine-tuned them into workable situations. In the production stage, Off Madison Ave helped to conserve costs by considering non-traditional avenues and transforming part of the Off Madison Ave office into the location for shooting.

Through anticipating problems, utilizing resources and long-standing vendor relationships, Off Madison Ave consistently provides high-quality advertising and marketing services no matter what the parameters may be. By looking at these parameters not as limitations but as challenges, Off Madison Ave is not only able to meet the challenge, but exceed it every time.

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## Understanding of the Tempe in Motion Program and Target Markets

The concept of "Bus, Bike, Walk, Rail" is one that Off Madison Ave already has embraced and executed (with the exception of rail). As stated within the project scope, the objective of this project is to increase public awareness and positive perception of Tempe in Motion as a multi-modal system while increasing use of alternative modes of transportation. Off Madison Ave has demonstrated the ability to increase awareness and change audience perception for multiple clients including Tempe in Motion, and Roger Humi has worked with Tempe in Motion to increase use of alternative modes of transportation. Samples of creative print campaigns can be found on pages 26-33 and TV spots on the DVD included with this proposal. Off Madison Ave is confident in its ability to create strategic and creative marketing and advertising campaigns that will speak to adults ages 25 to 49, teens ages 13 to 18 and ASU students ages 18 to 24.

Off Madison Ave's most recent experience with Tempe in Motion came in June of 2007 when the agency conceived, directed and produced a 30-second television spot for Tempe in Motion called "Bus Tap." The goal of the spot was to encourage the audience to ride the Tempe buses during off-peak hours. The target audience was a younger demographic including, but not limited to, ASU students. Off Madison Ave created the concept of "Everyone has a reason to ride the bus" and demonstrated this idea by using an "aging rocker" type guy and showing his reasons for riding the bus. This character would appeal to the younger demographic and show viewers that riding the bus is fun, safe and for everyone.

In September of 2006, the agency also conceived, directed and produced the "Traffic Cone" 30-second TV spot for Tempe in Motion. To communicate about various street closures and construction projects affecting traffic and bus routes in Tempe, Off Madison Ave created the concept of "Don't let construction sneak up on you." The spot consisted of a man being "stalked" by an orange traffic cone in his daily life. The goal was to direct the audience to visit [tempe.gov](http://tempe.gov) and subscribe to updates on traffic information so restrictions and detours won't be a surprise while traveling the roads of Tempe, therefore alleviating frustration felt by those living and working here.

Prior to the agency's creation of the 30-second "Bus Tap" and "Traffic Cone" spots in June of 2007 and September of 2006, respectively, Tempe Transit called on the experience of Creative Director Roger Humi for assistance with the television spot entitled "Stop & Go Traffic" in May, 2004. With a script in place but no director, Roger stepped up to the plate for Tempe Transit and directed the on-location, 30-second spot. It was important to reinforce the message "Bus, Bike, Walk" along with emphasizing to the audience that when it comes to alternative transportation, Tempe is a very progressive city. With this in mind, Roger was effectively able to direct multiple talent on Mill Avenue in actions such as in-line skating, biking, and skateboarding, creating a fun yet informative commercial.

This is not the only experience Roger has with transit in Arizona. During his tenure at another valley agency, Roger had the privilege of leading the first creative direction for Tempe in Motion. Based on a logo design supplied by the City of Tempe, Roger directed the creative team in general advertising campaigns consisting of outdoor banners and posters.

Roger was also Creative Director for the Regional Public Transportation Authority (RPTA) account. The various projects produced for RPTA helped promote the ride share program throughout the Phoenix metro area.

In creating all of the spots mentioned above, Off Madison Ave worked closely with the Tempe in Motion team to understand the desired strategy and gained great insight into the program and its target markets. Knowledge learned included misconceptions from the public, such as all construction is for light rail and that construction will be an ongoing challenge for Tempe in Motion while the city grows and new development comes to life.

With this new scope of work, Off Madison Ave is excited to work in concert with the City of Tempe and Tempe in Motion to develop the marketing strategy and create a shift in core messaging.

After evaluating the research, the agency understands that the awareness of Tempe in Motion has declined recently among its target markets as messages have been focusing more on construction and changes in bus routes and less on encouraging transit usage. However, the number of riders who have been riding the bus for two or more years has remained steady. There also has been a decline among bike riders who rank heat as the number one reason they don't ride their bikes along with not being physically fit or having medical problems that inhibit them.

It is important for messaging to focus on what Tempe residents see as benefits of transit, such as the ease of use, cleanliness and safety, as well as highlighting the emotional reasoning behind riding the bus such as saving money and lowering air pollution. Perhaps an opportunity that hasn't yet been explored as fully as necessary is more specific instructional messaging about how to use the bus (or how to find information about how to use the bus). Interestingly, a significant percentage of respondents in all target audiences (ranging from 27 percent to 46 percent) agreed with the "Don't know how to use bus" reason for not riding the bus.

The City of Tempe has many great programs such as the Tempe Neighborhood Circulator bus program, and the Tempe Youth Free Bus Pass, making transportation around Tempe easier for all target markets such as teens ages 13 to 18, but there is lack in awareness of these. An encouraging sign for the Tempe Neighborhood Circulator bus program is that 82 percent of residents said they would support the program and over 50 percent would be likely to use it. Overall, the Internet needs to be embraced as it is growing among rider and non-riders as a resource for the Tempe transit system.

Because of multiple past experiences and the most recent experience with the City of Tempe, Tempe Transit and Tempe in Motion, Off Madison Ave will be able to seamlessly reinforce messages already created as we are incorporating new messages to reach the latest objectives of encouraging use of alternative modes of transportation in Tempe, increasing public awareness and creating a positive image of Tempe in Motion.

Off Madison Ave also understands and embraces the Bus, Bike, Walk, Rail concept on a personal level as the agency not only has several members of the team who own homes in Tempe, but Off Madison Ave itself is proud to call Tempe its home.

## Plan for Tempe in Motion

The plan designed for Tempe in Motion focuses on triggering the emotional reasoning to ride the bus and use alternative modes of transportation for all three target audiences: adults ages 25 to 49, teens ages 13 to 18 and ASU students ages 18 to 24. These tactics also will increase public awareness and positive perception of Tempe in Motion.

Off Madison Ave will combine television, print, online and grassroots media to promote the Tempe in Motion messages while capturing the attention of its target markets at different points of interest. Having a very strong emotional component, television is a very powerful tool in creating a change in behavior and can easily spread the messaging to the Tempe area through local cable. A more cost effective way to get the Tempe in Motion messages into the homes of the target markets is through print advertising and polybag advertising. To garner attention from the target markets while they are in the act of traveling, the agency will explore extending the marketing campaign into mobile outdoor boards and other outdoor activities such as guerrilla street teams. Interactive advertising will take the print campaign online. Off Madison Ave does not recommend direct mail as a tactic because it is cost prohibitive due to the breadth of the target audience and it is not the optimal tactic to deliver an emotional appeal.

## Print

Off Madison Ave recommends a full page, full color display ad in the *Tempe Republic* targeting a three-time frequency per week for a total of eight weeks. This medium will build awareness within the Tempe community. To reach the ASU students, Off Madison Ave recommends running a half page, full color display ad in ASU's *State Press* 12 times throughout the year. Reaching the target markets at their door, polybags are the first thing people see when they pick up their newspapers. A great way to communicate a specific call to action to the target markets, the polybags also allow the agency to track results while targeting

specific zip codes within the Tempe area. Having a similar impact like polybags are ad stikits that are placed on the front of the *Tempe Republic* in the Tempe zip codes.

## Television

The television spot will be placed in zoned cable focused on the Tempe coverage area for 12 weeks throughout the year with fifty :30 second spots running each week.

## Out of Home

Impactful tactics to garner attention while people are in the act of traveling are mobile billboards and street teams. Mobile billboards will focus attention in specific neighborhoods or target high traffic areas for an eight-hour day. A two-sided billboard is recommended to run for eight weeks throughout the year (five days per week). Street teams will interact directly with Tempe residents and will hand out collateral, answer questions about Tempe in Motion and drive awareness. Street teams may be deployed at major Tempe events held at Tempe Beach Park, or may be used to "intercept" drivers stuck in rush hour to communicate the benefits of transit.

## Interactive

Online media efforts will place Tempe in Motion banner ads on AZCentral.com for eight months and EastValleyTribune.com for 12 months, with ads geo-targeted to Tempe. Off Madison Ave also recommends placing a consistent online advertising schedule on Webdevil.com, the home to the ASU State Press online.

## Agency Methodology

Off Madison Ave is an integrated strategic communications agency that provides services in advertising, public relations, media, research and strategy and Internet marketing. Drawing on the national and international experience of agency talent, Off Madison Ave offers the highest caliber of creative and strategic marketing expertise. Off Madison Ave isn't a typical agency — it recognizes that its most valuable resource is its people, and measures success not by revenues, but by client success.

We believe all agency processes begin with a foundation of understanding about the client marketing objectives, budget, key messages and creative constraints, as well as the target audience's lifestyle, psychographics and trends that affect them. We also will seek an understanding of the former and existing marketing activities in order to build on the successes of the past and avoid repeating any mistakes. With the foundation of understanding described above, agency teams all participate in the development of the marketing programs and in the creative brainstorming session to explore all possible marketing and media solutions.

## Research and Strategy

Off Madison Ave approaches research with the goal of uncovering information critical to advancing clients' brands as efficiently and cost effectively as possible. This means that prior to conducting any original research, the agency will conduct a thorough review of all existing and secondary research that may be in the public domain or provided by the client for the agency's use.

Off Madison Ave firmly believes that sound research is the cornerstone of all strategic communications initiatives, as it helps uncover target audience perceptions, motivations and keys to changing behavior. The agency's research approach includes three phases: Query, Assimilation and Validation.

## Query and Assimilation

In this phase, Off Madison Ave reviews a client's brand identity as well as existing research as appropriate and available from the company. In addition, several members of the client's organization are interviewed to gain an understanding of the current marketing organization, brand strategy, selling points and positioning.

Primary and secondary research are reviewed and analyzed to help develop approaches to explore the client's current brand perceptions, key messages and value propositions with additional primary research in the Validation phase.

## Validation

Through the right combination of primary research tools, Off Madison Ave will assess perceptions of the client's key messages, market perceptions of the brand or product and value propositions with key target audiences as well as explore new potential strategies or messages that may resonate with the target audiences.

Off Madison Ave's approach to research and strategy also is based on the premise that success should be measured on a variety of dimensions. The agency believes it is critical to understand not just *what* the perceptions are but also *why*. Therefore, Off Madison Ave seeks to explore not just statistical results but also more qualitative dimensions including values, beliefs, preferences and awareness that help explain consumer motivations and behaviors. By approaching measurement in this manner, Off Madison Ave is able to intelligently reflect on past perceptions and establish a platform for continuous improvement.

## Marketing Plan Development

Using the research findings – the foundation of understanding a client and its situation – Off Madison Ave typically develops a plan with both strategic and tactical elements. This effort will encompass all marketing disciplines (as needed), and include specific timelines and measurable goals and results. Following is an initial outline of a typical plan.

- A. Target Audiences
- B. Marketing Objectives
- C. Marketing Strategy
  - 1. Messaging and Positioning Platform Development
  - 2. Creative and Advertising Plan
  - 3. Public Relations Plan
  - 4. Integrated Media Plan
  - 5. Internet Marketing Plan
- D. Promotions and Grassroots Strategy Plan
- E. Tactical Roadmap and Timeline
- F. Measurement and Evaluation Plan

The marketing plan serves as the road map for ongoing execution.

## Creative Development

Off Madison Ave's creative approach employs a two-way communication model. The goal of all creative is to communicate a message that grabs the intended audience's attention. But getting attention is only half the battle. The message must also resonate and create a dialogue with the client's audience – a dialogue the audience can participate in emotionally and actionably. Ultimately, it is this kind of messaging that changes behavior. And, like all marketing efforts on behalf of the agency's clients, the job isn't done until an evaluation has been conducted to learn what worked, what can work better and how to make adjustments to improve results.

The creative team is highly skilled at concepting and producing a myriad of advertising elements depending upon a client's specific needs, each designed to reflect the company's key messages.

The true depth of the team's abilities lies in determining the best tactical solutions possible.

No matter what the medium—television, radio, print, Web/interactive, outdoor, point of purchase displays, direct response or collateral—the Off Madison Ave team will produce strategically sound, attention-getting advertising. Using the messaging strategy developed through Off Madison Ave's planning methodology, the team consistently provides multiple options to any single advertising objective. Like everything at the agency, the creative product is a team effort: the copywriters and art directors are supported by great creative direction, solid strategic platforms, print and broadcast production and efficient traffic services.

# Off Madison Ave

## Media

Off Madison Ave has 49 years combined experience in media strategy, planning, buying and negotiations for both national and local media.

Off Madison Ave's media team is unique. It consists of both traditional and online media strategists, planners and buyers. This differentiates Off Madison Ave from other media companies and departments in the Valley and region. The agency's thoughtful combination of offline and online media professionals enables Off Madison Ave to craft the most impactful media plan using both traditional and online media. Additionally, the company can extract greater value from buying efforts and capitalize on the many online opportunities that present themselves in negotiations with media partners that operate both offline and online entities.

A media plan is only as good as the thinking behind it. Off Madison Ave's media team works in tandem with every department in the agency. For instance, the media team may join forces with research and strategy to help identify and locate marketing targets, or team with public relations to build events. This integration aids the media department in expanding a campaign's overall deliverable impressions.

Naturally, the success of a media campaign also hinges on the vehicles used, as well as the consistency and frequency of the desired message. Media campaign development begins with an analysis of several planning considerations: overall objectives and strategies; target audiences/markets; seasonality; budget; competition; market conditions and media usage. Off Madison Ave's media planners understand the benefits of each media type in isolation and the benefits when employed in conjunction with other mediums.

Matching the inherent qualities of a media vehicle to the audience usage, market characteristics, share of voice, and the creative message, increases a campaign's effectiveness. People with similar hobbies, entertainment choices, needs and perceptions naturally gravitate toward each other and their media usage tends to be similar. These lifestyle similarities can be used to identify and locate marketing targets delivered by specific vehicles, and can boost the cost-efficiency of the media placements. Establishing overall base media schedules help ensure target market and audience penetration while building and maintaining competitive positions, brand perceptions and awareness.

Planning is the key to ensuring a media buy is cost effective, strategically on target, and aligned with the objectives. This requires extensive knowledge of and experience with media, media resources and media trends. However, in today's climate, effective media planning must extend beyond traditional paid mediums. A thorough assessment of potential cooperative advertising efforts, events, promotional activity and non-traditional buys will also be performed.

The agency's integrated media planning and buying process is unique and has its own checks and balances to assure quality. This planning and buying process is described below.

### *Step One: Preliminary Planning*

With the foundation of understanding described above (client marketing objectives, budget, key messages, creative constraints, target audience's lifestyle, psychographics and trends), the agency's media team participates in the brainstorming and development of marketing programs to leverage the synergies that come with a multi-disciplinary planning approach.

### *Step Two: Analysis and Media Selection*

With approval of the media direction, the team begins with analysis of several additional media considerations: target markets, seasonality, market conditions, media usage, media characteristics and inherent qualities, and media availability. Aligning a media vehicle's inherent qualities to audience usage, market availability, share of voice, and the creative message increase a campaign's effectiveness, or its ability to deliver the key messages of a particular campaign to a specific target audience.

People with similar hobbies, entertainment choices, needs and perceptions naturally gravitate toward each other and their media usage is similar, too. These lifestyle similarities can be used to identify and locate marketing targets delivered by specific vehicles and strategically boost the cost-efficiency of media placements.

fax 480.505.4501

main 480.505.4500

address 80 east 10th ave, suite 700, denver, co 80202

Quantitative factors such as cost efficiency are also evaluated. The agency's media team maintains state-of-the-art media technology and media research tools to ensure cost effective, targeted media campaigns and schedules. In addition to the standard subscription services of Arbitron, Nielson, Scarborough, SRDS, Findex Binder (for Arizona), Voice Trak and Media Market Guide, the agency relies on the leading analysis and buying tools: Smart Plus and Print Plus. For Internet media, the agency uses Hitwise, Google Analytics and a variety of other research and analytics tools.

All media are considered in this process, including—but not limited to—television, radio, Internet, print, direct mail and other direct marketing vehicles, outdoor, theatre advertising, point-of-sale and even sports sponsorships and cross-promotional events. Ultimately, the most advantageous vehicles are chosen to develop a cohesive, cost-efficient, effective media campaign.

#### *Step Three: Plan Finalization, Review and Evaluation*

Off Madison Ave presents to the client a complete media plan including a summary of media strategies and buying rationales and how these support the creative direction and will achieve the objectives. Typically included is a flowchart with preliminary scheduling of media vehicles, as well as a detailed budget with individual media cost breakdowns. Together the agency and client will work to make adjustments as needed before proceeding with the media buy.

#### *Step Four: Negotiation and Placement*

Once a client has approved a media plan and budget in writing, the agency proceeds to negotiate and place media schedules. The ultimate goal of any media buy is to get as much targeted reach and frequency delivery as market availability, media mix, and funds permit. All buying theories and strategies are considered to optimize expenditures including "stripping," which involves focusing on specific dayparts, station formats, newspaper sections or editorial features to enhance target reach and frequency and improve overall media ROI.

The Off Madison Ave media team enjoys putting its years of experience in media negotiations to work for its clients. Based on budget and market objectives, media outlets are given negotiating parameters to meet that help our buyers evaluate the efficiency of the outlet. If an outlet does not meet the parameters the first time out, the process is repeated until the buyer and the outlet have come to a mutually beneficial agreement.

Radio and television ratings are used to measure daypart or program effectiveness at reaching a desired target audience. Print media vehicles are evaluated on their ability to reach the target demographic at a reasonable cost (cost-per-thousand) considering circulation, readership, editorial content, advertiser acceptance and merchandising opportunities. With all media, buyers negotiate for lower spots costs, bonus spots, better placements, free color, bonuses, two-for-one buys, extra values, long-term commitments, special programs and any other benefits that will reinforce the campaign's key message, extend the reach, increase frequency, maximize the budget or achieve cost savings for the client.

When the buyer and outlet agree on a schedule, a broadcast order or purchase order is submitted by the agency to the outlet. The order represents that the agency/client is agreeing to purchase chosen spots and any extra value from the station; and that the station agrees to run the chosen spots and any extra value in a fair and equitable rotation, all at the agreed upon cost. Off Madison Ave will not commit to a firm order without approval from the client and all cost savings are passed on to the client.

#### *Step Five: Evaluation of Media or Promotional Opportunities*

As part of our ongoing commitment to service and innovation, the Off Madison Ave media team will actively explore and evaluate new media and promotional opportunities for each client. In addition, we always are happy to review any new media or promotional opportunities offered directly to the client. In all cases, the agency will provide a written evaluation of the opportunity and recommendations in consideration of the objectives and strategies of the client.



## *Step Six: Monitoring, Verification and Billing*

Management of media placements is as much of a part of the media process as the planning. Monitoring and verification ensures that media schedules run as ordered and deliver as expected. Invoices are checked item-by-item to ensure placements are billed correctly. The media team also maintains and updates a comprehensive media kit library for additional validation of placements. All documentation including affidavits and tear sheets are provided to the client with billing summaries and reports on a monthly basis. Off Madison Ave maintain files of all verification and billing documentation on behalf of the client.

## *Step Seven: Evaluation and Re-negotiation*

Post analyses are done on broadcast schedules to track performance of dayparts and program delivery of a desired target audience. If a schedule fails to deliver agreed-upon ratings, make-goods and bonuses are negotiated. Response and reproduction delivery with print and other media are monitored and used as leverage for specific positioning and cost adjustments in future insertions. Off Madison Ave will notify Capital Group before approving any make goods, bonus ads or other values or savings. All savings will be passed on to Capital Group and full documentation will be provided and maintained on behalf of Capital Group.

## *Step Eight: Reporting and Evaluation*

Off Madison Ave will also provide monthly results and ROI reports for all media activities. These will include total impressions, reach and frequency against the target audience, and final results against the buy objectives.

## *Step Nine: Space/Time Cancellation*

We understand that things can change. And with change, flexibility is needed. Off Madison Ave prides itself on its ability to proactively react to changes deemed necessary for program success. This is a critical part of our goal for constant program refinement. The media team at Off Madison Ave adheres to each media vendor's standard advertising cancellation policy and works with the client and vendor to make sure both are equally satisfied with any changes that can occur.

## Measurement and Reporting Philosophy

Measurement is a core component of all plans and programs at Off Madison Ave. The focus is on delivery of tangible marketing results versus agreed-upon objectives.

Because each client is unique, the agency tailors its ongoing measurement strategies and methodologies to each client's specific requirements in collaboration with the client. To this end, Off Madison Ave has developed a tool called The Dashboard. This tool measures the success of individual business segments relevant to the marketing program. This allows the agency to understand where the programs are at any given point in time, and details the activity used to get there.

Included in The Dashboard are all promotional activities, print circulation, direct marketing and Internet marketing efforts. The Dashboard can be used to compare the successes of specific days, months or weeks against similar periods by reviewing marketing efforts such as media, promotions, advertising and public relations campaigns against results. In this manner, trends are monitored and success is quantified. Additional layers can be added to track customer experiences—weather, parking, national events and service factors all can affect overall satisfaction.

In addition, Off Madison Ave provides comprehensive monthly reporting on campaign progress and other marketing and branding programs. Reports typically are reviewed during monthly status meetings. The greatest benefit to continuous measurement is the ability to make necessary adjustments during a campaign to maximize the effectiveness of the overall program.

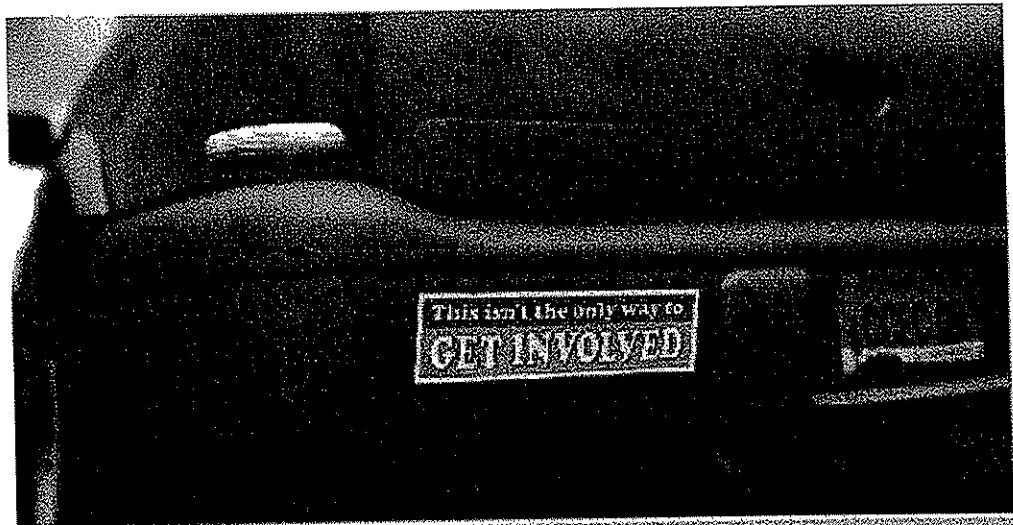


## Creative Samples

The agency's print campaign samples can be found on the following pages while the television spot samples can be found on the DVD included with this proposal.

### Citizens Clean Elections Commission – Print Ad

The goal of the Citizens Clean Elections Commission campaign was to get people actively involved in the political process in Arizona.



## Clean Elections. Make your voice heard.

Ever wish you could level the political playing field? Give people from different backgrounds a shot at being elected? Well, now you can. Here in Arizona, we have the Citizens Clean Elections Act, which provides funding to citizens who choose to run for legislative or statewide office.

Candidates may receive campaign funding from the Citizens Clean Elections Commission after they collect a minimum number of valid \$5 qualifying contributions from registered voters. Registered voters can give \$5 qualifying contributions to as many individual candidates as they would like – there is no limit. And, the party affiliation of the candidates or the registered voters does not matter!

By making \$5 qualifying contributions to the candidates of your choice, you can get involved and help level the playing field. You can help impact the political process for about the cost of a bumper sticker. To find out more, visit [www.azcleanelections.gov](http://www.azcleanelections.gov).



Citizens Clean Elections Commission • 1.877.651.8881 • 1675 W. Adams St. 100 • Phoenix, AZ 85007

Citizens Clean Elections Commission – Online Banner Ads

**Politics can be dirty.**

**Politics can be dirty.  
Elections shouldn't be.**

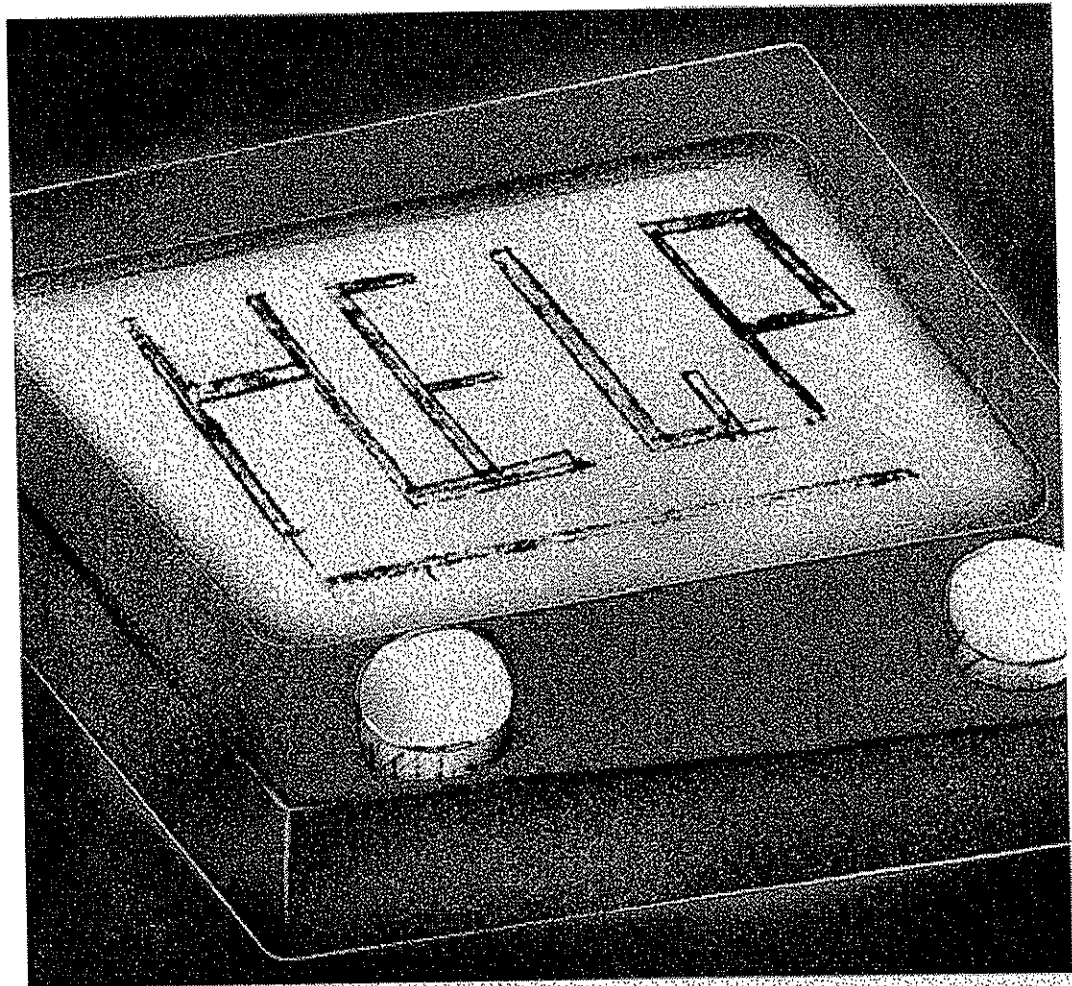
**Support Clean Elections.**

**Support Clean Elections.  
Click here for details.**

address 80 east end street, new york, ny 10002-3081  
main 480.505.4500  
fax 480.505.4501

## Arizona's Children Association – Print Ad

For the spot entitled "Rationales" and the print ads created for Arizona's Children Association, the goal was to change the perceptions about children's issues in order to elicit an increase in donations and volunteers for the organization.



**No child has it coming.** "They don't 'deserve it.' And there are certainly wrong ways to 'show how much you love them.' Physical abuse, sexual abuse and neglect affect nearly 9,000 Arizona children. But you can help stop it. Arizona's Children Association provides more than 40 statewide programs to protect children from abuse and provide them with safe, permanent homes. But donations are critically needed. Every child deserves to be safe. So please, contribute today.

  
ARIZONA'S CHILDREN  
ASSOCIATION

Protecting Children. Preserving Families.  
Across Arizona Since 1912.

[arizonaschildren.org](http://arizonaschildren.org)

main 480.503.4500  
fax 480.503.4501

address

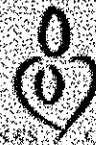
80 east Rio Salado Parkway, Suite 711 Tempe, AZ 85281

Arizona's Children Association – Print Ad



**Not all monsters are under the bed.**

Abuse. We can close our eyes and hope it will go away. Or we can stop it. Arizona's Children Association protects children from physical and sexual abuse and provides them with safe, permanent homes. But donations are critically needed. Please contribute today.



ARIZONA'S CHILDREN  
ASSOCIATION

Protecting Children. Securing Futures.  
Active Since 1912.

[arizonaschildren.org](http://arizonaschildren.org)

fax 480.505.4501

main 480.505.4500

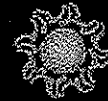
address 80 East Rio Salado Parkway, Suite 701 Tempe, AZ 85281

# Off Madison Ave

## Casino Del Sol – Print Ad

The TV spots and print ads for Casino Del Sol/Casino of the Sun were developed to draw new customers into the casino by changing people's perceptions of what a casino looks like and what type of customers frequent casinos.

WE'VE CHANGED EVERYTHING.  
YOUR PERCEPTIONS ARE NEXT.



CASINO DEL SOL  
THE SUN OF THE SUNS...

So beautiful, it has the power to change opinions. Introducing Casino Del Sol, Tucson's newest and most spectacular entertainment complex. Refined by towering Mediterranean columns and exquisitely furnished, Casino Del Sol is unlike any place you've ever played. And play you will. We boast a fantastic array of games; 12 live poker tables and 500 nickel, quarter, dollar, five-dollar and multi-denominational slot machines. As for your perceptions, feel free to leave them at the door.

DEL ENT VALENCIA WEST

address 80 east rio salado parkway suite 701 tempe az 85281  
main 480 503 4500  
fax 480 505 4501

Casino Del Sol - Print Ad

IT'LL TAKE YOUR BREATH AWAY  
EVEN BEFORE YOU WIN.



CASINO DEL SOL  
THE ART OF THE GAME

Towering Mediterranean columns

A brilliant copper-domed  
entrance, 500-foot-long mosaic tile  
floors, breeze-taking? Absolutely.  
And completely unlike any other

casino in town. Introducing  
Casino Del Sol, Tucson's most  
beautiful place to play. Step  
inside and sample our fantastic  
array of games: 12 live poker  
tables and 500 nickel, quarter,  
dollar, two-dollar and multi-  
denominational slot machines.

There's a lot of ways to win. And  
the most splendid place to do so.

I-19, EXIT VALENCIA WEST

address 80 east rio salado parkway suite 701 tempe az 85281  
main 480 505 4500  
fax 480 505 4501

## 100 Club - Brochure Outside

The brochure for the 100 Club was developed to increase donations and support for the families of fallen public safety personnel such as Firefighters and Police Officers.

100CH142 100club.qxd 12/24/93 5:34 AM Page 1

### A HERITAGE OF CARING

In 1952 a young Denver officer was fatally shot in the line of duty. One man, moved by this tragic event, wrote to 100 of his friends encouraging them to donate to a fund for the fallen officer. The response was 100 percent. With the donated funds the widow of the fallen officer was able to meet most of her and her child's immediate and future financial needs.

100 Club of Arizona was formed in 1965 and organized in 1968 when a young Phoenix officer in similar circumstances was killed in the line of duty. Since then, it has been our mission to take care of the families of public safety personnel and firefighters injured or killed in the line of duty.

### WHO WE HELP

100 Club immediately responds to the financial aid of families of the following public safety personnel who are seriously injured or killed in the line of duty:

- Arizona certified municipal, county, tribal and state law enforcement officers
- Arizona certified correctional officers
- Firefighters
- Federal law enforcement officers working in the state of Arizona



Give back

to those

who have

already given

so much.

5151 N 19TH AVE, STE 204 • PHOENIX, AZ 85016  
602-455-6100 • 877-564-6100

INDIVIDUAL & FAMILY  
MEMBERSHIP PROGRAM

100 CLUB is a charitable non-profit Arizona Corporation  
(AZ. Corp. #052094-0), Federal 501 (c) (3), T.E.M. 22-712077

fax 480.505.4261

main 480.505.1500

address 80 east 7th salado parkway suite 7th tempe az 85281



100 Club - Brochure Inside

• 1990年12月1日 1991年1月1日 1991年2月1日 1991年3月1日 1991年4月1日

[illegible]

...  $C_0 \times [0, \frac{1}{2}] \rightarrow U$

These findings suggest that the  
and that the results are not  
as well as the results are not.

FOO CLUB

### Providing Assistance at a Moments notice.

Without the brave men and women who risk their lives for our salt, our lives would be very different. That's why when tragedy strikes, 100 Club (501c)(3) organization) immediately responds with financial support to help lessen the devastating effects. We realize money can never replace the loss or disability of a loved one, but funds can be extremely helpful in easing the financial burden associated with these tragic events.

300 Club also consists of members with expertise in a variety of fields, who with other community members known as the Professional Advisory Team (PAT), are available at the request of the family. PAT, without cost or obligation, will advise and assist families who deal with a wide range of issues that may confront them during an extremely difficult time.

## HOW YOU CAN HELP

It begins with a simple wish to help those who place their lives on the line to protect our families and friends in our communities. Helping is easy... as easy as joining 103 Club. Your membership dues provide support to surviving families and those injured immediately and when they need it most.

## YOUR COMMENT

Invite your family, friends and associates to join 100 Club. 100 Club membership invites individuals and corporations to join. One-time donations of any amount are welcome. You may participate further as your time and talents allow.



## APPLICATION FOR MEMBERSHIP

[illegible]

PLEASE CHECK YOUR PRESENCE

[illegible]

- [illegible]

### PARLIAMENT CRITICISM

- [illegible]

[illegible]

**张其成讲读**

[illegible]

Please return the completed application  
with your check or credit card number to:  
**100 CLUB OF ARIZONA**  
5331 N 79th Ave, STE 204  
Phoenix, AZ 85025  
[www.100club.org](http://www.100club.org)

address	main	tax
80 east 105th parkway suite 711	48-505 3500	480554501
campden, nj 08281		



# Off Madison Ave

## Budget

The following costs support the deliverables outlined in the RFP response.

PROPOSED PROGRAM ELEMENTS	HARD COSTS	ANNUAL AGENCY FEES
Research Assimilation		\$3,000
Annual Marketing Plan		\$7,600
Media Placements (Net of Markup)		
Traditional Media (zoned cable, mobile billboards, zoned display ads in <i>Tempe Republic</i> , polybag, ad stikits street teams)	\$179,000	
Online Media	\$45,000	
Media Planning, Buying and Verification		\$24,000
TV Production		\$18,500
Agency Fees/Concepting	\$49,000	
Broadcast Production	\$7,500	
Post Production Fees		
Creative Campaign Development for Print, Light Pole Banners and Online Advertising including Concepting, Art Direction and Production		\$19,300
Light Pole Banner Printing	\$20,200	
Advertising and Media Measurement, Reporting, Analysis and Recommendations		\$12,000
<b>Total</b>	<b>\$360,700</b>	<b>\$84,300</b>
<b>Proposed Agency Monthly Retainer</b>		<b>\$7,025</b>

**Flat Fee**

Note: As a standard business policy, the agency does not charge for items needed in the regular course of business including: copies, faxes, local, mobile and long distance phone calls, etc. However, incremental out-of-pocket expenses will be billed separately upon client prior approval of items over \$100. Off Madison Ave requires signed estimates of all media schedules prior to placement. Any additional projects outside the scope of work outlined above will be estimated on a per-project basis.

\*Note - Off Madison Ave only accepts cash and checks for payment of services and is not able to accept payment by the City Procurement Card.

## Thank You

Off Madison Ave would like to extend its appreciation for the opportunity to work with the City of Tempe and Tempe in Motion. The agency looks forward to producing outstanding, measurable results for the City of Tempe and Tempe in Motion, and we will work tirelessly on your business with great enthusiasm to meet all project schedules on time and within budget.

Off Madison Ave considers itself a partner with each client and would embrace the City of Tempe's and Tempe in Motion's business wholeheartedly, while enjoying rewards of watching your business grow and succeed.

Fax 480.505.4500

Main 480.505.4500

Address

10000 N. Scottsdale Parkway, Suite 700, Tempe, AZ 85281

Off Madison Ave

FORMS

fax 480.505.4301

main 480.505.4300

address 80 east no sidewalk parkway suite 700 tempe az 85281

## Vendor's Proposal Offer

It is REQUIRED that Proposal Offeror COMPLETE, SIGN and SUBMIT the original of this form to the City Procurement Office with the proposal response offer. An unsigned "Vendor's Proposal Offer", late proposal response and/or a materially incomplete response will be considered non-responsive and rejected.

Proposal offeror is to type or legibly write in ink all information required below.

Proposal Offeror's Company Name Off Madison Ave  
Company Mailing Address 80 East Rio Salado Parkway, Suite 711  
Company Street Address Tempe, AZ 85281 (same as above)  
Proposal Offeror Contact Roger Hurni Title Partner / Creative Director  
Contact's Phone No. 480-585-4500 E-mail Address rogerh@offmadisonave.com  
Proposal Offeror's Company Tax Information:  
Arizona Transaction Privilege (Sales) Tax No. N/A or  
Arizona Use Tax No. N/A  
Federal I.D. No. 86-0932961  
City & State Where Sales Tax is Paid Tempe, AZ

### THIS PROPOSAL IS OFFERED BY

Authorized Proposal Offeror (Type or Print in ink) Roger Hurni  
Proposal Offeror's Title (Type of Print in ink) Partner / Creative Director  
Date 1-8-08

### REQUIRED SIGNATURE OF AUTHORIZED PROPOSAL OFFEROR (Must Sign in Ink)

By signing this Proposal Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other offeror or potential offeror. Failure to sign and return this form with proposal offer will result in a non-responsive proposal.

Roger Hurni  
Signature of Authorized Proposal Offeror

1-8-08  
Date

Company Name: Off Madison Ave

## PRICE SHEET

Offeror to submit costs per proposal layout on page 18.

\* Applicable Tax N/A%

\* State correct jurisdiction to receive sales tax on the Vendor's Bid Offer, form CS-P201 (B) included in this Invitation for Bid document.

Less prompt payments discount terms of N/A% N/A days/ or Net 30 days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than 30 days from receipt of statement.

### Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three - (3) and six - (6) ordering departments. At the time an order is placed, the contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address:

City of Tempe  
Accounting (see below for your contact)  
P.O. Box 5002  
Tempe, Arizona 85280

Accounting Contacts:

Cecilia Miller  
Ramona Zapien  
Penny Brophy

Letters A-C  
Letters D-O  
Letters P-Z

(M-RFP-2002)

\*Note—Off Madison Ave only accepts cash and checks for payment of services and is not able to accept payment by the City Procurement Card.

## Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • [www.tempe.gov/purchasing](http://www.tempe.gov/purchasing)

This addendum will modify and/or clarify: Solicitation No.: 08-101

and is Addendum No. 1

Procurement Description: Professional Advertising and Marketing Services

Changes should be made as follows:

The following questions were received and answers given in relation to this Request for Proposal.

1. In this RFP, production is considered a hardcost. Does this budget of \$385,000 include the printing and hanging of street and light pole banners? If we need to include the printing and hanging of street and light pole banners, how many do we need to account for and what are all of the sizes of the banners? (Page 17 and 18, Section 3: Media)

*The printing only should be considered. We will hang the banner ourselves. For the Mill Avenue banner, the size is 40 feet wide by 4 feet tall, 2-sided with a quantity of 1. For the light pole banners, the size is 30 inches wide by 94 inches tall, 2-sided with a quantity of 85.*

2. Are there any other marketing materials that need to be produced that will have to come out of this budget? For example, a rack brochure or any other type of collateral. (Page 18, Section 4: Budget)

*No collateral will be handled by the agency. This type of material will be produced in-house.*

3. In the past, TV was produced for Tempe in Motion for the City of Tempe. According to this RFP, are you looking for concepting and production of a new TV spot and as such will not be using any past produced TV spots to run on cable television? (Page 18, Section 4: Budget)

*Correct. A new TV spot will be produced.*

4. If you are looking to concept and produce new TV, are you looking for a new TV spot each year or one TV spot that can run for two years? (Page 18, Section 4: Budget)

*One new spot each year is preferred.*

5. Because TV is an expensive endeavor, if you are looking to do a single TV spot for each year is there a possibility for the agency to produce the two TV spots together and use a small portion of the second year budget to provide cost efficiencies, and put the extra money towards the media buy or another aspect of the advertising plan in the second year? (Page 18, Section 4: Budget)

No.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Off Madison Ave

NAME OF COMPANY

80 E. Rio Salado Pkwy, Suite 711

ADDRESS (or PO Box)

Tempe, AZ 85281

CITY

STATE ZIP

Roger Hurni, Partner / Creative Direc

BY NAME (please print) TITLE

480.505.4500

TELEPHONE

Roger Hurni

AUTHORIZED SIGNATURE

## Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • [www.tempe.gov/purchasing](http://www.tempe.gov/purchasing)

This addendum will modify and/or clarify:

Solicitation No.: 08-101

and is

Addendum No. 2

Procurement Description: Professional Advertising and Marketing Services

Changes should be made as follows:

The following additional questions were received and answers given in relation to this Request for Proposal (RFP).

1. In this RFP is a "Proposal Checklist for Submittals" page and included on the checklist is "Proposal Questionnaire has been completed and included." Is the "Proposal Questionnaire" found on pages 20 and 21, and does the agency have to fill it out? If pages 20 and 21 are not the correct "Proposal Questionnaire," what page can I find this document on? (Page 19)

*This RFP does not contain the Proposal Questionnaire as included in the proposal checklist. Please disregard its reference. Pages 20 and 21 are the Evaluation Scoring Sheet and Evaluation Table. These will be completed by the Evaluation Committee when scoring your response. These are required to be provided in the RFP for your reference.*

2. Does the agency need to include a "Proposal Checklist for Submittals" page for the seven proposals it will be submitting? (Page 19)

*Proposer's do not need to include the Proposal Checklist with any response copies, but does need to be included with the Original copy of the response.*

3. In this RFP, it is stated that the completed proposal should not exceed 20 pages. Does the 20 pages include all of the additional forms such as the Vendor's Proposal Offer, Scoring Sheet, Price Sheet, W-9 Tax Form, sample agency marketing agreement or other sample forms? (Page 18; Section: Proposal Layout)

*Delete: Page 18, Proposal Layout, Second Sentence "Each Proposal should not exceed 20 pages."*

4. Under the Proposal Layout in Section B, the RFP asks the agency to display its understanding of the TIM program/target markets. Is it asking if the agency currently understands the TIM program/target markets, or how the agency would go about understanding the TIM program/target markets? (Page 18; Section Proposal Layout – Section B)

*We are asking agencies to explain what they currently understand about the TIM program and target markets.*

5. Please verify the outline found below accurately reflects the required proposal layout. (Page 18; Section: Proposal Layout)

Section A: References, employee/agency client experience including "Agency Requirements"

- A. Education and experience of key people who will be assigned to account.
- B. Key people assigned to account must have a minimum of two years of advertising experience.
- C. Percentage of time that each key person will spend on this account throughout the year.
- E. Demonstration of ability to be creative within parameters (e.g. limited budget; various stakeholders interests; continuing use of Tempe in Motion identity and "bus, bike, walk, rail" taglines, while also fitting under Valley Metro brand).
- F. Agency philosophy and client list.
- G. Employee turnover rate.

Section B: Understanding of TIM program/target markets. Please see question number four.

Section C: Samples of previous campaigns/ads/TV spots including "Agency Requirements"

- D. Specific examples of prior client experience with similar programs focusing on "personal choice" issues.

Section D: Costs (agency vs. outside) to include agency fee, production costs and media placement costs/recommendation

Yes.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Off Madison Ave

NAME OF COMPANY

80 E. Rio Salado Pkwy, Suite 711

ADDRESS (or PO Box)

Tempe, AZ 85281

CITY

STATE ZIP

Roger Hurmi, Partner/Creative Direct

BY NAME (please print) TITLE

480-505-4500

TELEPHONE

Roger Hurmi

AUTHORIZED SIGNATURE



## Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • [www.tempe.gov/purchasing](http://www.tempe.gov/purchasing)

This addendum will modify and/or clarify:

Solicitation No.: 08-101

and is

Addendum No. 3

Procurement Description: Professional Advertising and Marketing Services

Changes should be made as follows:

The following questions were received prior to the Deadline for Inquiries. No additional inquiries regarding this Request for Proposal will be accepted.

1. Who manages the TIM website?

*The TIM website is managed by the City of Tempe. Sue Taaffe in the Transit Division makes a majority of the edits.*

2. In the attached survey, the 2006 data is weighted. We would like to know why?

*Regarding the 2006 Survey: After data collection was completed it was noted that the Random Digit Dialing sample skewed notably older than the samples achieved in the previous four studies conducted on this topic for the City of Tempe. The decision was made to weight the data to more comparably reflect previous studies – residents ages 18 to 34 – 30%; ages 35 to 54 – 25%; ages 55+ 45%. There are several possible explanations for this skew toward older residents: a) there has been a shift in the population of Tempe residents with families moving out of central Tempe to other East Valley cities looking for more affordable housing and higher performing schools; b) lower income housing is being replaced with high-end condos and town homes; c) the data collection occurred in early September near the start of the ASU school year and it is possible the student population was not completely set up with phone service as it has been in the past when the study was conducted in October or January; and d) more and more young adults are using cell phones only and not activating landlines for telephone service. Research companies are not allowed to call cell phone numbers for research purposes.*

3. How will the agency be measured on success? In the RFP it mentions effectiveness of the advertising.

*The agency will be required to conduct a media analysis to determine the effectiveness of the campaign. In addition, Tempe will work with WestGroup Research to conduct a telephone survey of Tempe residents to determine perceptions of the Tempe transit program, including advertising. The cost to conduct the research is a separate budget item and is not included in the advertising RFP budget.*

4. What is the start date of the contract?

*The contract will start after City Council approval and receipt of all required documents (i.e. insurance, W-9, bidder registration packet, etc.)*

5. Regarding request for creative sample (pg 11, item 12), are these past creative samples or spec work? How should we supply creative samples? DVD?

*These are past creative samples. Print samples should be included in your proposal and any broadcasts on a DVD included with your proposal.*

6. Regarding statement about accepting a Procurement Card (pg 4, item 11). Can you provide additional info on what this is and how it is used?

*The Procurement Card is a Master Card issued by Bank of America that is used by departments to make purchases.*

7. If Direct mail is to be utilized as a tactic, does the \$385,000 budget need to include printing and fare media?

*Yes.*

8. If light pole or Mill Avenue banners are to be proposed, are there media costs associated with these items? If so, can you provide the rate and/or contact for rate.

*The only cost to the vendor is to design the banners and print them. The average cost to print one Mill Avenue banner (40 foot by 4 foot, two-sided, two-color) is \$1,000. The average cost to print 85 light pole banners (30" x 94") is \$125 per banner.*

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

Off Madison Ave

NAME OF COMPANY

80 E. Rio Salado Pkwy, Suite 711

ADDRESS (or PO Box)

Tempe, AZ 85281

CITY

STATE ZIP

Roger Hurni, Partner / Creative Director

BY NAME (please print) TITLE

480.505.4500

TELEPHONE

Roger Hurni

AUTHORIZED SIGNATURE

## INSTRUCTIONS TO PROPOSAL OFFERORS

Please note that these Instructions are to be read and followed by any proposal offeror and/or contracted vendor and that failure to follow these Instructions may result in rejection of a proposal offer for non-responsiveness or cancellation of contract if already awarded.

1. **Preparation of Proposal Response:** It is the offeror's responsibility to examine this entire Request For Proposal (RFP) document immediately upon its receipt and to seek clarification of any item or requirement that may not be clear and to check all proposal responses for completeness and accuracy before submitting a proposal. Concerns about any obvious errors, points of confusion and/or possible improprieties in this RFP that are apparent before the proposal opening date are to be filed with the City Procurement Office prior to the scheduled proposal opening date. Negligence in preparing a proposal response confers no right of withdrawal after proposal due date and time.

The City will not reimburse the cost of developing, presenting or providing any proposal response to this RFP.

2. **Late, Unsigned and/or Incomplete Proposal Response:** A late, unsigned and/or materially incomplete proposal response will be considered non-responsive and rejected. The City will not accept a signed letter by proposal offeror in lieu of a signed "Vendor's Proposal Offer", Form 201-B (RFP) as provided in this RFP.
3. **Inquiries:** Questions regarding this RFP are to be directed only to the City Procurement Officer identified on the cover page of this document, Form 201-A (RFP); unless another City contact is specifically named in this RFP. Questions should be submitted in writing, when time permits. When sending correspondence related to this RFP identify within the letter, the appropriate RFP number, page and paragraph at issue. However, offeror (vendor) must not place the RFP number on the outside of an envelope containing questions, since the envelope may be identified as a sealed proposal response and not opened until the official proposal opening date and time. Inquiries and questions should be asked of the City Procurement Office not later than ten (10) days before proposal opening and those received within ten (10) days of proposal opening may not be answered.
4. **Proposal Conference:** If a Proposal Conference is scheduled, it is the offeror's responsibility to attend the conference, ask questions, seek clarifications and identify any points of confusion or requirements at issue.
5. **Withdrawal of Proposal:** At any time before the specified proposal opening date and time, an offeror may withdraw their proposal. Offeror must present identification and documentation to indicate their authority to withdraw a proposal response.
6. **Proposal Addendum(s):** Receipt and acceptance of a RFP Addendum is to be acknowledged by signing and returning the document either with the proposal response or by separate envelope prior to proposal opening date and time. Failure to sign and return an addendum prior to proposal opening time and date may make the proposal offer non-responsive to that portion of the RFP as materially affected by the respective addendum.
7. **Payment:** For a single requirement purchase, the City will make every effort to make payment within thirty (30) calendar days from receipt of acceptable products, materials and/or services and receipt of correct invoice. For ongoing term contract purchases, the City will make every effort to make payment within thirty (30) calendar days from receipt of monthly statement.
8. **Discounts:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

9. **Compliance with City Solicitation Requirements and Award of Contract:** Unless the offeror states otherwise or unless it states otherwise in this RFP, the City reserves the right to award by individual line item, by group of items, or as a total, whichever is most advantageous to the City. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this RFP.

A proposal response is an offer to contract with the City based on the terms, conditions and specifications contained in this RFP. An offeror does not become a Contractor unless they receive a formal contract award from the City Procurement Office. Unless this RFP includes a separate contract document or requires the offeror to submit a contract for review, a contract is formed when the City Procurement Office provides a written notice of award or a purchase order to the successful offeror. Proposal offers that take exception to the terms, conditions, specifications and/or other requirements stated within this RFP will cause the proposal offer to be considered as non-responsive. Exceptions will be evaluated on an individual basis to determine their compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification stated within this solicitation document.

10. **Taxes:** Propose all materials (equipment/products) F.O.B. Tempe, prepaid. Unless specifically requested in this RFP, do not include any Sales, Use or Federal Excise Tax in your proposal pricing. The City is exempt from payment of Federal Excise Tax. For proposal evaluation, Transaction (Sales) Privilege Tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on City of Tempe Privilege (Sales) Tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at [www.tempe.gov/salestax](http://www.tempe.gov/salestax).
11. **Payment By City Procurement Card:** The City Procurement Office (only) may wish to make payment through the use of a City Procurement Card. It is requested that each offeror indicate on the Price Sheet (pricing section) of this RFP, their willingness to accept City Procurement Card payments. The inability to accept payment by City Procurement Card will not disqualify a proposal response.
12. **Proposal Results:** Offerors are invited to attend the scheduled proposal opening at which the name of each offeror will be publicly read (not prices). After award of proposal, an appointment may be made with the City Procurement Officer (identified on the cover page of this RFP) and the proposal documents may be reviewed with the Procurement Officer. Formal award recommendations will be placed on the Procurement Office web page ([www.tempe.gov/purchasing](http://www.tempe.gov/purchasing)) and posted at the front counter of the Procurement Office at the same time the award recommendation is forwarded for City Council review. Parties interested in the outcome of a proposal may check the City Procurement Office web page or check for posted awards at the Procurement Office front counter.
13. **Protests:** Any actual or prospective offeror who is aggrieved in conjunction with this RFP or award of a contract may protest to the City Procurement Office (City Procurement Officer contact). A protest based upon alleged improprieties in this RFP that are apparent before the proposal opening shall be filed before proposal opening. At least five (5) days before award of a contract, the City Procurement Office will post award recommendations on its web page ([www.tempe.gov/purchasing](http://www.tempe.gov/purchasing)) and at the Procurement Office front counter for public review. A protest concerning an award recommendation must be filed within 10 calendar days after the protester knows or should have known the facts and circumstances upon which the protest is based. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and indication as to the form of relief requested. Protest is to be on the protester's company letterhead and signed.
14. **Request for Taxpayer I.D. Number and Certification, IRS W-9 Form:** An attached IRS W-9 form serves as the last page of this RFP and is to be completed by proposal offeror and submitted with the proposal response. Prior to any contract award, this IRS W-9 form must be completed and submitted to the City Procurement Office.

15. **Compliance of Proposal Offeror/Contractor Forms:** Any forms (for example, separate contract, maintenance agreement, training agreement) intended by the proposal offeror and/or contractor to be utilized in relationship to any resulting contract must be submitted with proposal offer. Proposal offeror and/or contractor forms that take exception to any of the terms, conditions, specifications and/or other requirements stated within this RFP may cause the proposal response to be considered as non-responsive and rejected from consideration or a contract award to be void. Absolutely no proposal offeror/contractor form will be considered unless submitted with proposal response and approved by the City Procurement Office. No City department is authorized to sign any proposal offeror and/or contracted vendor form(s) in relationship to this RFP and/or subsequent contract without the City Procurement Office first reviewing the document for compliance with the City's solicitation and stamping/initialing the document as being in compliance.
16. **Proposal, Offer and Contract:** Proposal offers that take exception to Special Terms & Conditions stated within this RFP may cause the proposal response to be considered as non-responsive. As set forth in this Special Terms and Conditions section, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "proposal offeror" means a vendor making a proposal offer in response to a RFP. "Contractor" means any person or firm who has a contract with the City. A successful "proposal offeror" who is awarded a contract with the City becomes a "Contractor".

Any language in proposal offers that takes exception or provides different or conflicting terms, conditions, obligations, specifications, and/or requirements then those contained in the City's Standard Terms and Conditions or Special Terms and Conditions are deemed rejected by the City and are not included in the contract unless expressly agreed to in writing by the City.

## STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions are to be read and complied with by proposal offeror and/or contracted vendor and that failure to follow these requirements may result in rejection of a proposal response for non-responsiveness or cancellation of any awarded contract.

1. **Certification:** By signing the "Vendor's Proposal Offer", Form 201-B (RFP), the offeror certifies:

- A. The submission of the proposal offer response did not involve collusion or other anti-competitive practices.
- B. The vendor shall not discriminate against any employee or applicant for employment in violation of Federal and Arizona State law and the vendor shall comply with the Americans with Disabilities Act (ADA). Suppliers of products and services to the City shall operate as an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, national origin, or because he or she has a physical or mental disability or because he or she is a disabled veteran or a veteran of the Vietnam era, including, without limitation, with respect to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses in all proposals and contracting activities conducted by the City.

- C. The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the "Vendor's Proposal Offer", Form 201-B (RFP) or signing it with a false statement shall void the submitted proposal offer and/or any resulting contract. In addition, the vendor may be debarred from future proposal and bidding participation with the City and may be subject to such actions as permitted by law.
- D. The vendor agrees to promote and offer to the City only those materials and/or services as stated and allowed by this RFP and resultant contract award. Violation of this condition will be grounds for contract termination by the City.

2. **Gratuities:** The City may, by written notice to the contractor, cancel any resultant contract, if it is found that gratuities in any form were offered or given by the contractor or agent or representative of the contractor, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from contractor the amount of gratuity.

3. **Applicable Law:** This contract shall be governed by, and the City and contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this RFP and resultant contract or in statutes or ordinances pertaining specifically to the City. This contract shall be governed by State of Arizona law and suits pertaining to this contract may only be brought in courts located in Maricopa County, Arizona.

4. **Dispute Resolution:** This contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the contractor will meet and/or consult with each other in good faith to resolve any disputes arising out of the contract. If good faith efforts fail, then the City and contractor may attempt to resolve any disputes through mediation. If mediation is utilized, the City and contractor mutually will agree upon a mediator whose fees will be shared equally by the City and Contractor.
5. **Contract Formation:** This contract shall consist of this RFP document and the proposal offer response submitted by the vendor, as may be found responsive and approved by the City. In the event of a conflict in language between the two documents, the provisions of the City's RFP shall govern. The City's RFP shall govern in all other matters not affected by a written contract. All previous contracts between the offeror and the City are not applicable to this contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the contract.
6. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.
7. **Contract Modifications:** This contract may only be modified by a written Contract Modification issued by the City Procurement Office and counter-signed by the contractor.
8. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
9. **Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application to the extent that the material provisions of this RFP and contract are not materially vitiated.
10. **Relationship of Parties:** It is clearly understood that each party to this contract will act in its separate capacity and not as an agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
11. **Interpretation of Parol Evidence:** This contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the contract, unless the signing of a subsequent contract is specifically called for in this RFP. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of the contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
12. **Contract Assignment:** No right or interest in this contract shall be assigned by contractor and no delegation of any duty of contractor shall be made without prior written permission of the City Procurement Office.
13. **Rights and Remedies:** No provisions of this RFP document or in the vendor's proposal response offer shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, shall not release the contractor from any responsibilities or obligations imposed by the contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the contract.

14. **Overcharges By Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the contract.
15. **Force Majeure:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force majeure shall not include the following occurrences:

- A. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- B. Late performance by a subcontractor unless the delay arises from a force majeure occurrence in accordance with this force majeure clause.

Any delay or failure in performance by either party shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via Certified Mail - Return Receipt Requested and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or Certified Mail - Return Receipt Requested when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the contract.

16. **Preparation of Specifications By Persons Other Than City Personnel:** No person preparing specifications for this RFP shall receive any direct or indirect benefit from the use of these specification.
17. **Public Record:** After award of contract, proposal responses shall be considered public record and subject to review. If an offeror believes a specific section of its proposal response is confidential, the offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination.
18. **Conflict of Interest:** This contract is subject to the cancellation provisions of A.R.S. Section 38.511.



## SPECIAL TERMS AND CONDITIONS

Proposal offers that take exception to Special Terms & Conditions stated within this RFP may cause the proposal response to be considered as non-responsive. As set forth in this Special Terms and Conditions section, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "proposal offeror" means a vendor making a proposal offer in response to a RFP. "Contractor" means any person or firm who has a contract with the City. A successful "proposal offeror" who is awarded a contract with the City becomes a "Contractor".

1. **City Procurement Document:** This RFP is issued by the City Procurement Office. No alteration of any portion of this RFP document by an offeror is permitted and any attempt to do so shall result in offeror's proposal response being considered non-responsive. No alteration of any portion of a resultant contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires an offer in response to this RFP to be valid and irrevocable for ninety (90) days after the proposal opening time and date.
3. **Contract Type:** Term with justifiable price adjustment allowed, indefinite quantity.
4. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of twenty four (24) month(s) thereafter, unless terminated, canceled or extended as otherwise provided herein. Resultant contract is non-transferable and can not be assigned by the contractor without the approval of the City Procurement Office, and then only when all prices, discounts, terms and conditions of the original proposal documents and contract award remain unchanged.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant contract for ninety (90) days beyond the stated expiration date. In addition, by mutual agreement in the form of a written Contract Modification, any resultant contract may be renewed for supplemental periods of up to a maximum of thirty six (36) additional months. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of twelve (12) months each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer contract renewal period.
6. **Cooperative Use of Contract:** In addition to the City of Tempe this contract may be extended for use by other municipalities and government agencies of the State of Arizona. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this RFP who wish to cooperatively use the contract are subject to the approval of Contractor(s).
7. **Contract Termination:** This contract may be terminated without default by either party by providing a written sixty (60) day notice of termination to the other party.
8. **Cancellation of Term Contract:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the Contractor for acting or failing to act as follows:
  - A. The Contractor provides material that does not meet the specifications of the contract;
  - B. The Contractor fails to adequately perform the services set forth in the specifications of the contract;

- C. The Contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;
- D. The Contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the Contractor to adequately address all issues of concern may result in the City resorting to any one or to any combination of the following remedies:

- A. Cancel any contract;
  - B. Reserve all rights or claims to damage for breach of any covenants of the contract;
  - C. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the Contractor;
  - D. In case of default, the City reserves the right to purchase materials and/or services, or to complete the required work in accordance with the needs of the City. The City may recover any actual excess costs from the Contractor by:
    - i) Deduction from an unpaid balance;
    - ii) Collection against the bid and/or performance bond, or;
    - iii) Any combination of the above remedies or any other remedies as provided by law.
  - E. Title to intellectual property or creative or protectable work shall transfer to City upon full payment for all work performed hereunder.
9. **Contracts Administration:** Contractor must notify the City Procurement Office (designated Procurement Officer Contact) for guidance or direction of matters of contract interpretation or problems regarding the terms, conditions or scope of this contract.
10. **Pricing:** Pricing accuracy and completeness are critical. All items being proposed must be identified and priced.

In the case of system proposals, all items, which are required to make the system function in accord with, stated RFP requirements, must be identified and priced.

If provided pricing pages do not cover all such items, the offeror is to include an itemized listing of all required products and services needed to make their proposed system equipment fully functional and in conformity with stated RFP needs.

11. **Three Hundred Sixty five (365) Day Price Adjustment:** The City Procurement Office will review fully documented requests for price increases after the contract has been in effect for three hundred sixty five (365) days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office.

Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, it is the Contractor's responsibility to contact the Procurement Office to assure the price increase request was received.

The Contractor shall likewise offer any published price reduction or if applicable to contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.

12. **Samples With Proposal Offer Response:** Responsive offerors must submit sample(s) with their proposal response. Failure to submit samples will cause the proposal to be non-responsive. If not destroyed by testing, samples will be returned at vendor's request and expense. If no instructions are received for their return, samples will be discarded thirty (30) days after award date.
13. **Infringement of Patent or Copyright:** The Contractor agrees to save, keep, bear harmless and fully indemnify the City and any of its officers and employees from any and all damages, costs, or expenses in law or equity, that may at any time arise out of or be set up for any infringement of the patent right, copyright, or trademark of any person or persons in consequences of use by the City, or by any of its officers, or agents or employees of vendor supplied materials under this bid solicitation and of which the contractor is not a patentee or signee or lawfully entitled to sell the same.

Contractor (seller) agrees to indemnify and hold harmless the City (buyer) from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's (buyer's) purchase and use of material (equipment/product) supplied by Contractor (seller).

It is expressly agreed by contractor (seller) that these covenants are irrevocable and perpetual.

14. **Insurance:** Prior to commencing any work or services under this contract, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors.

A Contract Award Notice or Purchase Order will not be issued to an awarded vendor until receipt of all required insurance documents by the City Procurement Office and such documents must meet all requirements of this Insurance clause. In addition, before any contract is renewed for additional time periods, all required insurance must be in force and on file with the City Procurement Office. An awarded vendor or contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another vendor selected for award.

#### **Minimum Limits Of Insurance**

Contractor shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), personal injury, broad form property damage, products, completed operations, and product liability. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
2. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.
3. **Workers' Compensation and Employers Liability:** Workers' Compensation and Employers Liability statutory limits as required by the State of Arizona.
4. **Professional Liability:** The Consultant retained by the City, to provide the consulting services required by the Contract will maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the Consultant or any person employed by him with a limit of not less than \$1,000,000 all claims, or 10% of the agreed upon services, whichever is larger. In the event the insurance policy is written on a "Claims made" basis, coverage shall extend for two years past completion and

acceptance of Services as evidenced by annual Certificates of Insurance.

5. Other Insurance: (If applicable, see supplement.)

**Deductibles And Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage:

a. The City, its officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor including the insured's general supervision of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers.

b. The Contractor's insurance coverage shall be primary as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute to it. The amount and type of insurance coverage required by this contract shall not limit the scope of the indemnity provided by this contract.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.

d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the contractor for the City.

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

**Other Insurance Requirements:** Contractor shall:

1. Prior to commencement of services, furnish the City with certificates of insurance, in form and with insurers acceptable to the City which shall clearly evidence all insurance required in this contract and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on 30 days prior written notice to and approval by the City, and in accord with stated insurance requirements of this Request For Proposal. City shall not be obligated, however, to review same or to advise contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve contractor from, or be deemed waiver of City's right to insist on, strict fulfillment of contractor's obligations

under this contract.

2. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
4. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may at its sole option, terminate this contract effective on the date of such lapse of insurance.
5. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a Best's rating of no less than A-VII.
6. Maintain such coverage continuously throughout the term of this contract and without lapse for a period of two (2) years beyond the contract expiration, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the contract term give rise to the claims made after expiration of the contract, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.

#### **Subcontractors and Sub-Subcontractors**

Contractor shall include all subcontractors and sub-subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors and sub-subcontractors shall be subject to all of the requirements stated herein for the contractor.

#### **Safety**

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.

15. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes 35-214 and 36-215 each contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the contract for a period of five (5) years after the completion of the contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.
16. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the City of Tempe.
17. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing

and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

- a. If intended for the City, to:

City of Tempe Procurement Office  
Attn: Procurement Officer  
20 E. 6<sup>th</sup> Street (Second Floor)  
PO Box 5002  
Tempe, Arizona 85280

- b. If intended for the contractor, to:

The contractor at the contractor's address  
and the attention of the person named as  
provided in the offer of this contract.

or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

18. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this document. The name of each offeror and the identity of the RFP for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this RFP shall be shown only to City Personnel having a legitimate interest in the evaluation. **"PRICES SHALL NOT BE READ"**. After contract award, the proposals and the evaluation documentation shall be open for public inspection.
19. **Proposal Evaluation:** In competitive Sealed Proposals, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City taking into consideration the evaluation factors set forth in the RFP. The City shall be the sole judge as to the acceptability of the products and/or services offered.
20. **Discussion with Responsible Offerors and Revisions to Proposal:** Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award. The City may ask to obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The purposes of such discussions shall be to:
- A. Determine in greater detail such offeror's qualifications;
  - B. Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternate methods of approach;
  - C. Determine that the offeror will make available the necessary personnel and facilities to perform within the required time; and
  - D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
21. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

B. If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace each person with personnel of substantially equal ability and qualifications.

22. **Confidential Information:**

A. If a person believes that a proposal offer or specification, contains information that should be withheld, a statement advising the City Procurement Officer of this fact shall accompany the submission and the information shall be so identified wherever it appears.

B. The information identified by the person as confidential shall not be disclosed until the City Procurement Office makes a written determination or until after award of proposal.

C. The City Procurement Office shall review the statement and information and shall determine in writing whether the information shall be withheld. After award of contract, all bid response information shall be available for public inspection.

D. If the City Procurement Office determines to disclose the information, the offeror shall be informed in writing of such determination. After award of contract, all proposal response information shall be available for public inspection.

23. **Payments - After Acceptance of Delivery:** The City shall make payment in full to the successful contractor within thirty (30) days after receipt and acceptance of delivery. Unless terms other than net thirty (30) days are offered as a discount.

24. **Indemnification:** To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the negligent acts, errors, mistakes, omissions, work, services, or professional services of the Consultant, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Consultant may be legally liable in the performance of this contract. Consultant's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Consultant or any employee of the Consultant, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the Consultant may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

25. **Taxes:** Propose all products F.O.B. Tempe, prepaid. Do not include any Sales, Use or Federal Excise Tax in your proposal pricing; unless specifically requested on the Price Sheet(s) within the RFP document. The City is exempt from payment of Federal Excise Tax and for proposal evaluation purposes will add Sales or Use Tax as applicable. For proposal evaluation purposes, transaction (sales) Privilege Tax to be paid (returned) to the City of Tempe, will be considered as a pass-through cost of Tempe vendors and calculated as a realized net expense of zero (0).

26. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. Any City bidder, contractor or subcontractor is to honor this requirement at all times and failure to honor this requirement will result in contract cancellation. This requirement also applies to persons who maintain a concealed weapon's permit. In addition to contract cancellation, anyone carrying a firearm or explosive device will be subject to police and legal action.

## **Scope of Work**

The City of Tempe (City) is seeking proposals to establish a contract for professional advertising and marketing services during a two- year contract period. The resulting contract is subject to renewal for subsequent periods as provided for in the Special Terms and Conditions section of this Request for Proposal (RFP). Award of a contract will be to a single contractor.

### **Background:**

The primary purpose of this contract is to provide professional advertising and marketing services, which will increase ridership and enhance the positive public perception of Tempe in Motion (TIM) in the community. Tempe residents approved funding in 1996 for additional transit services. As a result, Tempe residents must be informed of the services available and the allocation of their transit dollars. TIM implements bus service improvements typically twice a year, usually in January and July. In addition, the METRO light rail line will begin operating in Tempe in December 2008.

TIM is the single identifier for all alternative transportation programs offered by the City. TIM is intended to identify the City's Transportation Division and to act as an umbrella to quickly communicate the City's transportation mission to City residents and employees. TIM is dedicated to developing and promoting programs that support pedestrian, bicycle, bus, and light rail improvements. In addition, bus and light rail service also fall under the regional Valley Metro brand.

### **Objectives:**

The primary goals of this contract are to increase public awareness and positive perception of TIM as a multi-modal system, and to increase use of alternative modes of transportation in Tempe.

### **Target Markets:**

The target market consists of three target audiences within the Tempe community:

- Adults ages 25 to 49
- Teens ages 13 to 18 (all Tempe residents ages 6 to 18 are eligible for a free, Valley-wide transit pass)
- ASU students ages 18 to 24 (all ASU students are eligible for a free, Valley-wide transit pass)

### **Scope of Work:**

This Scope of Work includes planning and advertising efforts with an emphasis on creative ideas and approaches to garner positive public perception and increase participation.

#### **1. Planning**

- A. Develop marketing proposals and strategies using research findings provided by the City, including annual telephone survey.
- B. Review and provide input on research materials.
- C. Develop and recommend specific marketing strategies to support increased bus and light rail ridership, decreased driving and a positive public perception of TIM.

#### **2. Advertising**

The Contractor will develop creative strategies for a campaign to:

- A. increase the use of alternative modes of transportation in and around Tempe,
- B. increase bus and light rail ridership in Tempe, and
- C. improve public perception and support of TIM

In addition, the Contractor is required to monitor, evaluate and report advertising results.

#### **3. Media**

The Contractor will not charge a mark-up on media costs to the City. The Contractor will be responsible for all aspects of media buying including:

- A. Planning (including suggested use of media vehicles to be used. Suggested mediums include local print, cable television, light pole banners and online advertising)
- B. Purchase
- C. Verification



- D. Monthly analysis

#### 4. **Budget**

A budget of \$385,000 annually will include the following:

- A. Creative planning (samples of previous transit and/or government-related ads/campaigns should be included)
- B. Media planning, buying and analysis (City will not pay mark-up on outside costs)
- C. Media and ad production (City will not pay mark-up on outside costs)

Proposal response shall include a detailed budget with proposed agency costs presented in a monthly flat fee. A minimum of \$210,000 should be spent on media placement. Responses shall include costs broken out by agency costs and outside costs (production of print ads, TV spots, light pole banners, web banners, etc.). Research costs are handled separately and will not be the responsibility of the agency. Public relations promotions will not be the responsibility of the agency.

#### 5. **Reporting**

- A. Contractor will provide an advertising analysis on monthly basis, including monthly advertising costs-to-date vs. budget.
- B. Contractor will include measurement of the effectiveness of the campaign.

#### 6. **Agency Requirements**

Experience in the areas of transportation and public process are important. Proposals should include:

- A. Education and experience of key people who will be assigned to account.
- B. Key people assigned to account must have a minimum of two years of advertising experience.
- C. Percentage of time that each key person will spend on this account throughout the year.
- D. Specific examples of prior client experience with similar programs focusing on “personal choice” issues.
- E. Demonstration of ability to be creative within parameters (e.g., limited budget; various stakeholder interests; continuing use of Tempe in Motion identity and “bus, bike, walk, rail” tagline, while also fitting under Valley Metro brand).
- F. Agency philosophy and client list.
- G. Employee turnover rate.

The City shall have approval of all agency personnel assigned to this account, including any changes in personnel during the course of the contract.

#### **Proposal Layout**

Each agency will be evaluated on the soundness of its proposal, with particular emphasis on an understanding of the scope of work, including creative approach and budget. Each proposal should not exceed 20 pages. Proposals should be compiled in the following order:

- 1. Section A: References, employee/agency client experience
- 2. Section B: Understanding of TIM program/target markets
- 3. Section C: Samples of previous campaigns/ads/TV spots
- 4. Section D: Costs (agency vs. outside) to include agency fee, production costs and media placement costs/recommendation. Travel and per diem costs are to be included.

**TOTALS**